The Solicitors Journal.

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CURRENT TOPICS.

IT IS ANTICIPATED that the judges of the Court of Appeal will have finished by the end of this week the *Nisi Prius* list they are now taking, and that they will resume on Monday the ordinary business of the Court of Appeal.

THE NOTICE respecting vacation business, which will be found in another column, varies but little from that of previous years. The court will sit on Wednesdays at eleven o'clock, beginning on the 18th of August, the judge having previously sat in chambers at half-past ten. The chambers of Mr. Justice KAY, it will be observed, will be open this year for vacation business. It should be noted that papers sent to the Vacation Judge, to be returned by post, are to be accompanied by an envelope for their return *which is to be "sufficiently stamped."* Judges have been heard to say that they have had themselves to disburse considerable amounts for return postages of such papers.

WE REPORT elsewhere a case of *Re Horwood*, in which the Court of Appeal refused to act on an affidavit of fitness of a person proposed as a new trustee, wherein the deponent was described as a "gentleman." "The court," the judges said, "ought to be informed of the deponent's position in life, in order that they might be able to judge whether his evidence as to the fitness of the proposed trustee could be relied on." The affidavit also described the proposed new trustee as a "gentleman," and the court said that the same objection applied to this description; and, to mark their disapproval of the practice of having affidavits made by "gentlemen," the court disallowed the costs of the affidavit. This is not the first time that the judges have expressed their dislike to a "gentleman's" testimony. We remember an occasion in 1878 when, upon the hearing of a petition in lunacy for the appointment of new trustees, one of the persons proposed as a new trustee, being a solicitor, was described in the affidavit of fitness as a "gentleman." Lord Justice COTTON admitted that this was the legal description of a solicitor, but he said that the term was very indefinite, and ought not to be used. In such an affidavit a solicitor should be described as a "solicitor," in order that the court might know "his real position in life." No satire was meant; all the learned Lord Justice intended was that no definite information was conveyed by such terms as "gentleman" or "esquire." Is it not time that these terms disappeared from all legal documents? As old Sir THOMAS SMITH said, "gentlemen be made good cheap in this kingdom."

AS WILL BE SEEN from the report elsewhere, the decision of the Divisional Court in *Re Pope* (34 W. R. 654) was confirmed by the Court of Appeal on the 16th inst. The vendor had made an equitable mortgage to a bank, retaining the legal estate. Under the old practice the court would not have appointed a receiver at the instance of the judgment creditor, as he would have been able to obtain possession of the land under an *elegit;* but the practice is altered, and a receiver will now be appointed in many cases where formerly this would not have been done. The court were of opinion that, by reason of the mortgage to the bank, there would have been manifest inconvenience in taking out an *elegit*, and that the proper manner of enforcing the judgment was by delivering the land to a receiver. Then, as to the necessity for registration, they considered that, when the land was once actually delivered in execution, the creditor was safe, notwithstanding that there was no registration of the appointment of the receiver; in fact that, although 27 & 28 Vict. had not repealed 23 & 24 Vict. c. 38, it had rendered it obsolete. It appears to us that the decision must have proceeded substantially on the same grounds as the decision in the Divisional Court—namely, that a creditor who once obtains delivery in execution has no occasion to resort to the Acts, they are only of importance when he wishes to obtain a sale by the court for the purpose of enforcing his charge; in any other case he can stand on his rights as execution creditor without having regard to the Acts. We may add that Lord Justice COTTON observed that he was aware that their decision might throw some difficulty in the way of purchasers, but, he added, somewhat characteristically (we wish that all judges would remember his words), "that it was not for the court either to strain the natural construction of the Act, or to say what would have been a better Act."

THE DRAFT REGULATIONS under the Prosecution of Offences Acts, 1879 and 1884, as framed by Sir Richard Webster in February last, which we printed shortly after their being laid before Parliament (*ante* p. 324), have, after lying the required forty days on the tables of each House of Parliament, been finally approved by the Lord Chancellor and the Home Secretary, and have now the force of law. The regulations are ten in number, and are of great practical importance in the administration of justice. It is stated to be the duty of the Director of Public Prosecutions to prosecute in all capital cases; in cases "where the offence is of a class, the prosecution of which has hitherto been undertaken by the Solicitor of the Treasury"; in cases where he is so specially ordered by the Attorney-General or a Secretary of State; and, lastly, "where it appears to the director that the offence, or the circumstances of its commission, is or are of such a character that a prosecution in respect thereof is required in the public interest, and that, owing to the importance or difficulty of the case, or to other circumstances, the action of the Director of Public Prosecutions is necessary to secure the due prosecution of the offender." Under this last head so many cases may be gradually brought that private prosecutions, except in unimportant cases, may, before long, become things of the past. The Director is also to advise clerks of justices and chief officers of police, and he may retain counsel to conduct "Crown cases reserved" on behalf of the Crown. He may also assist prosecutors by authorizing them to incur special costs for (1) the preparation of scientific evidence; (2) the remuneration of scientific witnesses; (3) the payment of extra fees to counsel; and (4) the preparation of plans or models. It is to be his duty "to cause the chief officer of every police district to send to him the information which such chief officer is required by the Prosecution of Offences Acts to give—*i.e.*, see Act of 1884, s. 3, "information with respect to indictable offences alleged to have been committed within the district and the dealing with those offences"; so that there may be greater opportunities of prosecuting undiscovered crimes. In this last particular, however, the law will remain defective until the power of holding inquiries as to offences, although no particular person may be charged, is given to justices of the peace, as it was intended to be given under the Criminal Procedure Bill. Finally, after providing for the obtaining of documents from the local authorities, it is laid down that the director may employ "any solicitor to act as his agent in the conduct of a prosecution," and that the action of the director "shall in all matters, including the selection and instruction of counsel, be subject to the directions of the Attorney-General."

The new Anglo-American Extradition Convention, the ratification of which by the required two-thirds majority of the Senate is stated to be probable, is a very important document. Under the existing treaty, commonly called the Ashburton Treaty, which was made in 1842, there are only seven extraditable offences, being murder, assault with intent to commit murder, piracy, arson, robbery, forgery, and the utterance of forged paper. Negotiations dating so far back as 1859 have been pending with a view to extend this very scanty list, and at last it has been agreed to extend it by the addition of manslaughter, burglary, embezzlement or larceny to the amount of £10 or upwards, and "malicious injury to property whereby the life of any person shall be endangered, if such injury constitute a crime according to the laws of both the high contracting parties"—a definition which will, generally speaking, comprehend all offences of a serious character in connection with the use of explosive substances (see *e.g.* 24 and 25 Vict. c. 97, s. 9). The convention is not to apply to any of the crimes therein named which shall have been committed prior to the date when it shall come into force, and it is specially provided that "no fugitive criminal shall be surrendered under the provisions" either of the Ashburton Treaty or of the convention "if the crime in respect of which his surrender is demanded be one of a political character, or if he prove to a competent authority that the said requisition for his surrender has, in fact, been made with a view to try or punish him for a crime of a political character"—a provision which repeats, with little variation, the substantive law of this country under section 3 of the Extradition Act, 1870 (33 & 34 Vict. c. 52), and is, therefore, technically, surplusage; but Mr. Phelps, in his remarks on the convention, shrewdly observes that "its insertion can do no harm, and its omission might excite comment." Mr. Phelps also states that "it is expressly understood on both sides that the adoption of the convention shall not stand in the way of the negotiation of a more elaborate treaty on the subject." We congratulate Mr. Phelps and Lord Rosebery upon having so nearly brought to a successful termination negotiations so long and unhappily protracted. The convention will not require any ratification by the Parliament of the United Kingdom, inasmuch as the four additional offences to be made extraditable are already comprehended in the schedules of the Extradition Acts of 1870 and 1873, which schedules not only specify thirty offences by name, but also comprehend generally any of the very numerous indictable offences made punishable by any of the four Criminal Law Consolidation Acts, 1861. There will, therefore, be little or no difficulty, so far as this country is concerned, in increasing the list of extraditable offences, if and so far as such increase should prove to be desirable. As for offences in connection with explosive substances, our own opinion is that all the countries of the civilized world should agree in making the more serious of them extraditable, and should further agree to exclude them from the catalogue of "political offences."

We reproduce elsewhere from a local paper an account of a lamentable scene on circuit, in which a learned judge would seem to have departed very far from the calmness and dignity which adorn the bench. It will be seen that there had been some controversy between the judge and the solicitor on the previous day, of which no account was given in the report which appeared in the *Times*. Possibly there may have been something irritating in the language or manner of the solicitor on this occasion, but, making every allowance for this, we fail to see how the language addressed by the judge to the solicitor is justified. The evidence of the judge's clerk does not appear to warrant the lively indignation expressed with regard to the conduct of the solicitor. There was plainly no intention on his part of committing any contempt of court, even if the circumstances rendered it possible to bring the case within that arbitrary doctrine. He simply wished to obtain a document which he was entitled to have for a legitimate purpose, and which the judge, after hearing the circumstances, allowed him to have. The judge, in fact, appears to have at last admitted that there was no attempt on the part of the solicitor wrongfully "to take away a document in the custody of an officer of the court." Why, then, all his indignation? Surely the first lesson a judge has to learn is to refrain from expressing an opinion before he knows the facts.

The following statement respecting the duties and office of Queen's Remembrancer (the substance of which is taken from the second report of the commissioners appointed in October, 1874, to inquire into the administrative departments of the courts of justice) will be of interest in view of the recent resignation. The title of Queen's Remembrancer is one of some antiquity; and, up to the year 1859, he was a separate officer. In that year he was made a master of the Exchequer, and since that time the office has always been held by a master of the Exchequer or a master of the Supreme Court. Formerly there were considerable duties attaching to the office. Certain ceremonial matters, as to swearing-in of sheriffs, of new chancellors and barons of the Exchequer, of the Lord Mayor of London, the trial of the pyx, and the acknowledgments of homage for Crown lands, were among the functions. Most of these still continue in use, but they always constituted only a small proportion of the work done by the Queen's Remembrancer, whose more important duty it was, not only to protect the Crown purse against any judicial action which might inadvertently affect it in the course of hearing cases between suitor and suitor or between suitor and the Crown, but also to originate proceedings for the recovery of debts and penalties due to the Crown, for the recovery of land by writs of intrusion, and, since 16 & 17 Vict. c. 51, for the recovery of unpaid legacy and succession duties. Changes in procedure, and in the mode of administering the Government finances, have materially lessened the obligations of the Queen's Remembrancer in the last twenty or thirty years; and the commissioners, by their report, recommended the abolition of the title, which, however remains to this day, and was recognised and re-established by the Supreme Court of Judicature (Officers) Act, 1879.

It would remove much inconvenience if the plan pointed out in a notice of motion given by Mr. Edward Swain, to be brought forward at the recent meeting of the Incorporated Law Society, were adopted. Many times in these columns attention has been directed to the fact that transfers of causes to a judge for trial only have been made at a date so near the time when these causes would come into the daily paper as to make it practically impossible that solicitors should be prepared. Mr. Swain proposes that in such a case of transfer notice thereof "should be sent to the solicitors for the respective parties." There are, however, two points to be considered in connection with this subject. First, the solicitors for the respective parties are not known to the cause clerks, who know only the name of the plaintiff's solicitor, or of the solicitor who has set down the cause. Secondly, any rule which directed such a notice to be sent must provide that no party should be allowed to claim exemption from liability to have his cause struck out on the ground that he had not received the notice. The way to frame such a rule would be to require notice of the transfer to be given to the solicitor setting down the cause, whose duty it should be to give, within a limited time, notice to all the other solicitors in the cause, and with the proviso that the sending of the notice by the cause clerks should not relieve the solicitor from the duty of watching the cause lists.

The Paymaster of the Supreme Court of Judicature, according to his last return, holds securities belonging to suitors to the extent of £73,931,247, represented by upwards of five hundred investments of various descriptions, besides cash to the amount of £4,429,079. In addition to the eighty-two and a-half millions of sterling value, there is a considerable amount of securities expressed in foreign currency, such as rupees, American dollars, gulden, francs, guilders, lire, marks, and pesetas. Although many of the investments consist of shares in limited companies, all such are fully paid up, as the paymaster will have nothing transferred into his name on which any capital remains not called up. Securities and shares partly paid up are placed in boxes, which are deposited in the bank to the number of upwards of a hundred, and are subject to the orders of the court in like manner as are the other securities and cash. The securities and cash received into court, and those transferred and paid out of court during the course of the year, amount to about twenty millions in value on each side of the account.

HUSBAND'S LIABILITY FOR HIS WIFE'S TORTS.

In the recent case of *Seroka* v. *Kattenburg and wife* (34 W. R. 542, L. R. 17 Q. B. D. 177), the Divisional Court (Mathew and A. L. Smith, JJ.), gave an important decision upon the liability of a husband to be sued together with his wife for torts committed by her without his authority or participation. An action had been commenced against a husband and wife for a libel alleged to have been written by the wife, and the husband objected that he was not a necessary or proper party. The case furnishes another instance of the unsatisfactory way in which certain sections of the Married Women's Property Act, 1882, have been drawn. Section 1, subsection 2, of the Act, provides that "a married woman shall be capable of . . . suing and being sued, either in contract or in tort, or otherwise, in all respects as if she were a *feme sole*, and her husband need not be joined with her as plaintiff or defendant, or be made a party to any action or other legal proceeding brought by or taken against her; and any damages or costs recovered by her in any such action or proceeding shall be her separate property; and any damages or costs recovered against her in any such action or proceeding shall be payable out of her separate property and not otherwise." It scarcely required much foresight to see that the question would arise whether the Legislature intended to make the wife alone responsible for her own wrongs, and at the cost of a few words an apparent obscurity might have been avoided. The learned judges have decided that all the Legislature intended was to relieve the person injured from the necessity of joining the husband as defendant; he may bring him in or leave him out at his option; the Act was not intended to relieve him from his "old liability."

We would ask, with great respect, what was the "old liability" from which the Act has not relieved the husband? According to the decisions before the Act was passed, he was not liable for the unauthorized torts of his wife. It has no doubt been said that a husband was "answerable" for his wife's torts, but when it was necessary to define what his position was, it was pointed out that the sole "liability" was the wife's, and not his at all. Thus, in *Wright* v. *Leonard* (9 W. R. 944, 30 L. J. C. P. 364), Willes, J., says, at p. 367:—"The liability is her's though living with her husband; *it must be enforced in an action against her and him*, which to charge him must be brought to a conclusion during their joint lives." In *Capel* v. *Powell* (13 W. R. 159, 34 L. J. C. P. 168), Erle, C.J., says:—"For any wrong committed by her she is liable; but because she has no separate existence she cannot be sued alone, and her husband must be joined with her." And after pointing out that if the wife died after the action had been commenced it abated, but if the husband died it went on against the wife, his lordship added:—"It is clear, therefore, to my mind that the only reason why the husband is joined at all in such an action is from the disability of the wife to sue or be sued alone."

It was, no doubt, an anomaly that a husband, while he was not liable for his wife's wrongful acts, should in effect be treated as if he was, provided the person injured obtained his remedy in time; for, being brought in for conformity in the first instance, if judgment went against them both, execution would issue against his goods. The wife had no property in law, nothing against which execution could issue, though she also could be arrested under a *ca. sa.*, and the court would not discharge her if it appeared that she had separate estate. But the liability of the husband's goods to execution was the result, not of his liability for his wife's tort, but of his being on the record as defendant against whom judgment had been entered; it was a consequence of the necessary procedure, not of any liability on his part. And, accordingly, the death of the wife before judgment left him free from responsibility, and deprived the person injured of his remedy. The Act now provides that this procedure shall no longer be necessary; the husband need not be joined as defendant or be made a party. That which gave rise to the liability of his goods to be taken in execution is gone, and we do not see on what ground the person injured can elect to join him as defendant. He is entitled to separate service of the writ of summons. What relief can be claimed against him? What cause of action can be alleged? Not the wife's tort, for that never gave a cause of action against him. Not the necessity of joining him, for that is abolished.

In the course of the argument A. L. Smith, J., appears to have been impressed with the fact that sections 14 and 15 of the Act contain a limitation of the husband's liability for his wife's torts committed before marriage, whereas there is no limitation in the case of those committed by her during coverture. The answer to this seems to be contained in the words of the sections referred to. They create a liability on the husband's part to which he was not subject at common law, and then proceed to define and limit it. It had been settled in several cases that a husband's "liability" for his wife's debts contracted before marriage (and his liability for her torts committed before marriage was the same) stood on precisely the same footing as his "liability" for her torts committed during coverture. In *Garrard* v. *Guibelei* (10 W. R. 213, 31 L. J. C. P. 131), Willes, J., at p. 133, says:—"A husband is not liable *simplicitor* for the debts of the wife contracted by her *dum sola*, but he must be joined with her in an action brought to recover them." In *Storr* v. *Lee* (9 A. & E. 868), Coleridge, J., at p. 870, asks: "Does not an action lie against a husband only in respect of the cause of action against his wife?" The answer of the defendant's counsel is: "The law is not so laid down; the rule is, that the husband is liable for the wife's debts." "That," says Littledale, J., "is only a loose way of laying down the same proposition." The case decided that, if the wife had obtained her discharge before marriage under the Insolvent Debtors Act, the husband was not liable, though the Act only gave the plea of discharge to the person discharged, or to his or her heirs, &c.; the argument that the Act had not relieved the husband, and that to so hold would be a hardship to the creditor, being met by the answer that "it might be said with equal justice that a different construction of the Act might operate with hardship on the husband" (*per* Littledale, J.)

The concluding words of the section we are discussing—"Any damages or costs recovered against her in any such action or proceeding [*i.e.*, an action against a married woman either in contract, or in tort, or otherwise] shall be payable out of her separate property, and not otherwise"—seem to us to bear out the view we are contending for. An action of tort against a husband and wife, when the cause of action is against the wife alone, and the husband is only joined because he is her husband, is surely an action in tort against a married woman within the meaning of the section. It is certainly an action in which she is liable to be sued as a *feme sole*. The learned judges, however, held that the words only apply when the action is brought against the wife alone. If so, no means are provided by the Act of enforcing a judgment against her separate property if both are sued. If these words are expressly intended to apply only to the case suggested, and to exclude the case of both being made parties, execution can issue only against the husband's goods, whatever the ability of the wife may prove to be. Moreover, no machinery is provided by which the husband may obtain indemnity or contribution from the wife, the actual wrong-doer. And if he is liable, would he not be in law a wrong-doer, and as such not entitled to contribution?

Another question suggests itself—At what stage may the person injured bring the husband in? May he commence the action against the wife, and afterwards apply to join the husband on the ground of means? There seems to be no reason why he should not, nor any reason why the parties should not by consent discontinue against the wife, and so avoid unnecessary costs.

Moreover, if it is optional for the plaintiff to join the husband, it would seem to be equally optional for the husband to join himself as co-plaintiff when the "meritorious cause of action" is the wife's. He must have been joined as plaintiff at common law, and if the section is optional when the action is against the wife, it must surely be equally so when she is the person suing. By electing to be joined he could deprive the wife of the fruits of the judgment, if the provision as to damages and costs being her separate property only applies to an action by her alone. As we have pointed out, there is no machinery for adjusting the rights of husband and wife *inter se*. It would have seemed to follow also that the defendant, to secure his costs, could insist on the husband being joined as plaintiff (the effect of which would be to deprive the wife of the damages and costs), but this would conflict with the rule that no person can be added as plaintiff without his consent. In this case, therefore, at all events, the person sued would not have any option. This is an additional anomaly if the decision is correct. We would venture to suggest that, whether the action is brought by or

against a married woman, she must sue or be sued as a *feme sole*, and her husband is no longer entitled to claim the damages as his own, or to give satisfaction for the wrong done.

CONCERNING THE FORM AND EXECUTION OF DEEDS.

I.

A DISCUSSION of the rules of law respecting the form and execution of deeds may, perhaps, appear to our readers more likely to be of interest to the historical student than to the practising lawyer; and it is true that modern rationalism has somewhat impaired the "almost idolatrous respect" with which, according to Sir J. F. Stephen, deeds were formerly regarded. Nevertheless, when we consider that our law still requires many transactions to be effected or evidenced by deeds, and that it has been computed that more than 1,000 deeds are executed in England every day, we may allow that the subject-matter of the following observations has considerable practical importance. The courts frequently find themselves involved in the consideration of questions which depend in part for their determination on technical rules as to the execution of deeds. The case of *Xenos* v. *Wickham* (hereinafter discussed) raised a question of this class in connection with a policy of insurance; and examples not unfrequently occur in cases as to instruments of modern origin, such as transfers of shares and debenture bonds.

It was said by Bridgman, C.J. (*Harris* v. *Evans*, O. Bridgm. 547, 551), that "Deeds are the acts of laymen and ought to have simple interpretation." But, if this was ever sound doctrine, it would scarcely be accepted at the present day. There are laymen who delight to embody their last wills and testaments in the astounding combinations of bad grammar, illegal provisions, complicated inconsistencies, and ambiguous obscurities which, as Lord Chancellor Northington angrily remarked, force our courts "to become the authorized interpreters of nonsense, and to find the meaning of persons that had no meaning at all" (*Le Rosseau* v. *Rede*, 2 Eden, 4). But the most presumptuous layman very seldom meddles in the composition of deeds. For centuries they have been shaped by trained experts; and though the exuberant verbiage of the common forms has been cruelly trimmed and pruned by the unfilial hands of modern conveyancers, yet the "formal and orderly parts of a deed" (or at least such of them as are not left to statutory implication) still present the ancient plan and modes of expression in which they were "settled" by the fathers of conveyancing. The expediency of adhering to forms and phrases sanctioned by long experience and by the convenience which is bred of familiarity is generally and reasonably insisted upon by lawyers. But the use of these precise forms and phrases is, in almost all cases, a matter of expediency, not of law. There are, of course, some few cases in which certain technical words must be employed, to the exclusion of all others, in order to produce a given legal effect; for example, in the creation of estates in real property (Co. Litt. 9*a*). Subject to these exceptions, it may be laid down as a general rule that no particular form of words is essential to the operation of a deed. Any deed will be effectual which expresses with sufficient certainty the intention of the parties (see 2 Bl. Comm. 298); and in this respect deeds do not differ from other written instruments. And, though it has become customary to divide a deed into several formal parts, yet this is not absolutely necessary, provided there are sufficient words to show the meaning or intention of the parties (4 Cru. Dig., tit. Deed, ch. 2, ss. 68, 69). Lord Coke (Co. Litt. 225*a*) tells us that "to every deed there be two things requisite—the one, that it be sufficient in law, and this is called the legal part, and therefore the judgment of that belongeth to the judge of the law; the other concerns matter of fact, as sealing and delivery, and this belongs to the jurors." Shep. Touch., 54, 55, is to the same effect, and shows that, by "sufficient in law," it is meant that the intention must be expressed with sufficient certainty. Lord Coke (Co. Litt. 6*a*) enumerates eight "formal or orderly parts of a deed of feoffment; but he adds (Co. Litt. 7*a*) that they are not of the essence of such a deed (so Shep. Touch. 55; 2 Prest. Conv. 439), "for if a man by deed give lands to another and to his heirs, without more saying; this is good, if he put his seal to the deed, deliver it, and make livery accordingly." The most concise definition of a deed given in the older authorities is as follows:—"There are but three things of the essence and substance of a deed—that is to say, writing on paper or parchment, sealing, and delivery" (*Goddard's case*, 2 Rep. 5*a*); and of these three things, the sealing and delivery differentiate a deed from other written instruments. Professor Pollock (Principles of Contract, 156, 3rd ed.) suggests that the reason why the books (Co. Litt. 35*b*, 229*a*, Shep. Touch. 54, 2 Bl. Comm. 297) say that a deed must be written on parchment or paper, and not on wood, &c., is, that wooden tallies were commonly used as records of contracts in the middle ages; and he refers to the statement of Fitzherbert (N. B. 122 I.), that, if such a tally is sealed and delivered, it will not be a deed, and to the Y. B., 12 H. 4, 23 pl. 3; 25 E. 3, 83, pl. 9; 44 E. 3, 21, pl. 23, from which the reason appears to be that the writing or other marks can easily be obliterated from such substances. Lord Coke's description (Co. Litt. 35*b*) of a deed is more elaborate, but, in substance, it agrees with the definition given in *Goddard's case*. It appears, however, as do also other descriptions of deeds (Shep. Touch. 50, 51; Termes de la Ley, s.v. *Fait;* Perk., s. 117), to restrict deeds to matters of contract; and in this respect it is too narrow, as was pointed out (in *Reg.* v. *Morton*, L. R. 2 C. C. R. 22) by Bovill, C.J., who there described a deed as "any instrument delivered as a deed, and which either itself passes an interest or property, or is in affirmance of something whereby an interest or property passes"; adding, "I by no means say that I have enumerated all the possible kinds of deeds; there may be others. . . . Many documents under seal are not deeds; for instance, an award (see Co. Litt, 171*b*, note; *Dod* v. *Herbert*, Sty. 459).

The authorities, then, all agree that a deed must be (1) written on parchment or paper; (2) sealed; and (3) delivered.

(1) As to the writing, it may be noted that a deed "may be written in any language, or in any hand" (Shep. Touch. 54); that writing includes print (2 Bl. Comm. 299; Com. Dig. *Fait*, A. 1., note *d.*); and that a deed may be expressed in the first or in the third person (Shep. Touch. 55; Litt., ss. 371, 373). An obligation written in a book was held good in *Fox* v. *Wright*, (Cro. Eliz. 613; see Bro. Oblig. 67). Signing is not necessary to make a deed, as such, valid (see Shep. Touch. 56, 60; Termes de la Ley, s.v. *Fait*; *Taunton* v. *Pepler*, 6 Madd. 166; *Cherry* v. *Heming*, 4 Ex. 631; *Tapper* v. *Foulkes*, 9 C. B. N. S. 797; *Wright* v. *Wakeford*, 17 Ves. 458); but in practice it should on no account be omitted.

(2) Sealing is essential to a deed (Shep. Touch. 56). The Saxons usually affixed the mark of a cross to their charters, and it would seem that the general use of seals was introduced by the Normans (see Madox, Form. Anglic. Diss., p. 26; Termes de la Ley, s.v. *Fait;* Co. Litt. 7*a*; Shep. Touch. 56). The cross and the seal may be regarded as merely different forms of "mark" employed as substitutes for signature in times when few laymen could write. Mr. Kemble (Cod. Dipl., vol. 1, pp. 90, *et seq.*) observes that "it is evident enough, from the handwriting of such original charters as survive, that no one ever dreamed of subscribing with his own hand; few could have done so. The signatures accordingly were written by the same person as wrote the body of the charter; all that remained was for the witnesses to add the crosses which precede the formal '*Signum manus M.*,' or '*Ego N. consensi et subscripsi*'" (see also Madox, Form. Anglic. Diss., pp. 26, 31). The early charters (Kemble, Cod. Dipl., vol. 1, Introd., p. 100) call the mark "*signum*" or "*sigillum crucis*"; and Bracton calls the seal "*signum*" and "*sigillum*" indifferently (f. 38, where the Rec. Ed. wrongly translates "*signum*" as "signature"). Mr. Kemble (op. cit. p. 101) says that the Norman charters are for the most part under seal, those of the Saxons never; and that the word "*sigillum*" has various meanings, that of a seal, in the Norman sense, being not even the most common of them. Etymologically it is merely the diminutive of *signum*.

It was laid down as early as the time of Edward I. that any seal will do, even a borrowed one (Britt. f. 101). So Shep. Touch. 57, and Perk. (ss. 130, 131) says that "a writing cannot be called a deed if it be not sealed. But it is nothing, to charge, whether it be sealed with the seal of the grantor or not, or by a stranger or the grantor, if the grantor deliver the writing as his deed. And, therefore, if John at Stile write an obligation in the name of

Richard at Gappe unto T. D., and N. N. seals the same obligation with the seal of R. Roo, and Richard at Gappe take the obligation so written and sealed and delivers it as his deed to T. D., now this is a good obligation against Richard at Gappe."

According to Termes de la Ley (s.v. *Fait*), King Edward III. employed a peculiar form of sealing in a charter, by which he granted—

> Le Hop et le Hop ville
> Ove touts les bounds upside down,
> Et en testimoigne que il soit verie,
> Il morde le cere ove son fore dent.

The same work gives a curious account of the devices used for seals. The passage is to be found also in Lambard's "Perambulation of Kent" (s.v. *Halling*), where it is stated that sealing did not become common till the time of Edward III. See also Palgrave, Eng. Commonw., vol. 2, p. lxx. (For the references to Lambard and Palgrave the writer is indebted to Professor Pollock's work on The Land Laws in the English Citizen Series.)

Not only may any seal be used, but so may "a stick or any such like thing which doth make a print" (Shep. Touch. 57). And one piece of wax will serve for several executing parties (Shep. Touch. 57, Perk. s. 134; per Byles, J., *Re Sandilands*, L. R. 6 C. P. 413; S. C. *sub nom. Re Mayer*, 19 W. R. 641).

One person may seal on behalf of several on the same piece of wax by proper authority, provided it appear by the deed and profess to be the seal of each, for it is enough if an executing party treats the sealed instrument as his own deed (Shep. Touch. 57; Perk., ss. 130, 131; *Lovelace's case*, W. Jo. 268; *Ball* v. *Dunsterville*, 4 T. R. 313; *Cooch* v. *Goodman*, 2 Q. B. 598). In *Ball* v. *Dunsterville* the court relied principally on the fact that, though the seal, professing to be that of both A. and B., was, in fact, affixed by A. only, yet the sealing took place in the presence of B. Contrast *Elliot* v. *Davis* (2 Bos. & P. 338), where one partner assumed to seal and sign for himself and his partner, but without authority to do so.

It is enough, therefore, if A. seal for B., and B., in terms or by conduct, recognizes the seal as his. See Shep. Touch. 57, where it is said that the seal must not be affixed before the writing: a proposition disapproved by Mr. Preston, who remarks that it is enough that it be affixed before delivery (Shep. Touch. 58; Finch, Law, 108).

To constitute sealing neither wax nor wafer nor a piece of paper nor even an impression is necessary (*per* Bovill, C.J., in *Re Sandilands*, L. R. 6 C. P. 413, S. C. 19 W. R. 641). In that case the deed was sent out to Melbourne to be executed under a special commission, and was sent back to England together with a certificate by the commissioners that it had been duly acknowledged. There were merely green ribbons attached to the places where the seals should be; but the attestation clause stated that the deed was "signed, sealed, and delivered," and it was held that this was sufficient *primâ facie* evidence that the deed was sealed. Montagu Smith, J., observed that "something was done with the intention of sealing the deed" (see Sugden on Powers, 8th ed., p. 232; and *The Queen* v. *St. Paul, Covent Garden* (7 Q. B. 232), where an impression made in ink with a wooden block was held sufficient). *Re Sandilands*, however, has been very recently discussed by the Court of Appeal in *National Provincial Bank of England* v. *Jackson* (34 W. R. 597), where a voluntary conveyance by A. (who was engaged in carrying out a fraud with regard to the subject of the conveyance) was retained by him, the grantee being ignorant of its existence. It had no seal or impression to denote a seal, but only a piece of ribbon. The attestation clause stated that it was "signed, sealed, and delivered" by A. in the presence of B., who remembered nothing about the execution of the deed, though he admitted his own signature as witness. It was held that the deed was never in fact sealed, and was invalid. Cotton, L.J., said that, in *Re Sandilands* the certificate must have been relied on as evidence of due execution, and if not, he could not agree with the decision; and Lindley, L.J., said that it was "a good-natured decision, in which I am not sure that I could have concurred." Cotton, L.J., remarked that "neither wax nor wafer was essential to constitute a seal to a deed. . . . If the finger be pressed on the ribbon, that may amount to a sealing." Observe the operation of the attestation clause in some of the cases as affording a presumption of execution. In the case last mentioned the presumption was rebutted by the evidence of the attesting witness, and Cotton, L.J., pointed out that the question of execution is one of fact in every case as to what is the true inference to be drawn from the circumstances given in evidence.

CORRESPONDENCE.

SOLICITORS' BENEVOLENT ASSOCIATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Is it possible that, after all, the article which appeared in your issue of the 10th of April last has had an effect on the minds of the committee? I do not know if I am too sanguine on the subject, but a few days ago I saw a printed circular issued by the association addressed to a friend of mine, from which it appeared that a poor widow whose case he had promoted, instead of receiving, as formerly, £10 per annum, was rejoiced with a cheque for £15. And this all unsolicited! I hope I am not wrong in supposing that this increased liberality is, to some extent, a recognition of the principle advocated by your article. Notwithstanding this, I must confess to some disappointment that, amongst the many subscribers who read your journal, not one has been found to take up the challenge thrown out by your article. Surely some steps should be taken to put the society on a proper footing, so that the subscribers may at least inform themselves as to the mode in which annual subscriptions, life subscriptions, and donations shall be respectively treated. Upon these most important points the rules are silent.

55, Lincoln's-inn-fields, July 22. GEO. A. CROWDER.

TRUSTEE CLAUSES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In 1 Dav. Conv., 5th ed., 381, is a clause as to conditions which trustees may use, differing from Mr. Wolstenholme's clause, and open, in part, to the objection you urge against his clause at p. 615.

It seems to me that the clause, to be of practical use, should be framed so as to expressly deprive both a purchaser and a *cestui que trust* of any right he may have to object to the sale on account of th e use of improper conditions, and also to expressly take away from a *cestui que trust* any rights he may have against a trustee who sells under improper conditions. Such a clause might declare that "no person entitled under this my will, nor any purchaser from my trustees, shall be at liberty to object to or impeach the validity of any sale of real or leasehold estate, or to make any claim against my trustees on the ground that the conditions subject to which the sale may have been made were of a depreciatory nature, or were not required by the state of the title or of the property." B.

SANITARY RATE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The board of guardians for a parish have, with the consent of the ratepayers and the Local Government Board, borrowed money for and completed a system of drainage and water supply.

A special sanitary rate has been issued to pay interest and part of the principal borrowed.

(1) Is this rate payable by the landlord or the tenant?

(2) On whom fall the expenses of connecting the water and the drainage, the landlord or the tenant? P.

[(1) Unless in cases where the owner is rated under section 211 of the Public Health Act, 1875, the rate is levied on the occupier, who, *in the absence of any contract with his landlord* (s. 226), would have no right to deduct any part, except in the case of a "private improvement rate" made under section 213 of the Act, three-fourths of which may be deducted by the occupier from his rack-rent.

(2) As to water, if the owner has been required to obtain the supply under section 62 of the Act, he must do all works, and expenses incurred by the local authority in doing the works in his default may be recovered from him. As to drainage, if the owner has been required by notice under section 23 to connect with the sewer, if he does not comply with the notice, the local authority may do the works and recover the expenses from him.—ED. *S. J.*]

The committee of the Bar Library, at the Royal Courts of Justice, have passed the following resolution:—"That this committee tenders its congratulations to the Honourable Mr. Justice Stirling, on his appointment as a justice of the Supreme Court of Judicature, and conveys to him its hearty thanks for his active interest, as a member of this committee, in the institution and management of the Bar Library in the Royal Courts of Justice."

CASES OF THE WEEK.

COURT OF APPEAL.

Re HORWOOD—C. A. No. 2, 20th July.

APPOINTMENT OF NEW TRUSTEE—AFFIDAVIT OF FITNESS—DISCRETION OF DEPONENT AND OF PROPOSED TRUSTEE—"GENTLEMAN"—COSTS.

This was a petition for the appointment of a new trustee of a will in the place of a lunatic. Two affidavits of the fitness of the person who was proposed as the new trustee were filed. One of the deponents was described simply as a "gentleman"; the other was described as a "public accountant." Both of the affidavits described the proposed new trustee as a "gentleman," but it was added that he was a person of independent means. The Court (COTTON, LINDLEY, and LOPES, L.JJ.) disallowed the costs of the first affidavit. They said that the description of the deponent in such a case merely as a "gentleman" was insufficient, and the court could not act upon an affidavit in which the deponent was only so described. They ought to be informed of the deponent's position in life, in order that they might be able to judge whether his evidence as to the fitness of the proposed new trustee could be relied upon. The description of a proposed new trustee merely as a "gentleman" was open to the same objection. In the present case the court would act on the affidavit of the deponent who was described as a "public accountant," and his statement that the proposed trustee was a person of independent means was sufficient. But the other affidavit was useless, and the costs of it would be disallowed.—COUNSEL, *Lawes; Dunning.* SOLICITORS, *Meredith, Roberts, & Mills.*

Re POPE—C. A. No. 2, 16th July.

JUDGMENT CREDITOR—ELEGIT—APPOINTMENT OF RECEIVER—REGISTRATION—PRIORITY—SUBSEQUENT PURCHASER—27 & 28 VICT. c. 112, ss. 1—3.

This was an appeal from a decision of a divisional court of the Queen's Bench Division (Day and Wills, JJ.) (reported 34 W. R. 654), the question being whether an order obtained by a judgment creditor appointing a receiver of lands of the judgment debtor, which were subject to an equitable mortgage, required registration in order to give the creditor priority over a subsequent purchaser of the debtor's equity of redemption. Coles, who was a judgment creditor of Pope for £100, issued an *elegit* against any land of Pope in Middlesex. The sheriff returned that Pope had no lands in Middlesex. Pope, however, had some land in Surrey, which was subject to an equitable mortgage by deposit of title deeds. Without issuing any *elegit* against the land in Surrey, Cole obtained an order in chambers appointing a receiver of the rents. The judgment had been registered, but the order appointing a receiver was not registered. After the order had been made, but before the receiver had entered into possession, Pope sold his equity of redemption. A. L. Smith, J., at the instance of the purchaser, rescinded the order for the appointment of a receiver, on the ground that, as it had not been registered, the purchaser had a better title than the judgment creditor. The Divisional Court held that the appointment of a receiver was equivalent to the execution of a writ of *elegit*, and amounted to a "delivery in execution," and that the creditor could not be deprived of the fruits of that execution by the act of the debtor any more than he could if he had the legal estate. If he required any further aid from the court, he must register the order appointing the receiver, but, if he only wanted to enjoy the benefit of the land until his debt was paid, he need not do so. The court, therefore, discharged the order rescinding the appointment of the receiver. The Court of Appeal (COTTON and LINDLEY, L.JJ.) affirmed the decision of the Divisional Court. They said that, no doubt, under the old practice of the Court of Chancery equitable execution by the appointment of a receiver was only granted in cases where the creditor could not get his legal execution, and, in the present case, as the debtor had a legal estate, the land could have been delivered under a writ of *elegit*. But the practice of appointing receivers had been much extended, and by reason of the equitable mortgage there would have been inconvenience in issuing an *elegit*. It was the proper and convenient course to enforce the judgment by means of a receiver. They were also of opinion that, when the land was actually equitably delivered in execution, the creditor was safe, notwithstanding there was no registration of the order appointing the receiver. The Act of 1864 had not repealed the Act of 1860, but had rendered it obsolete. This construction of the Act might put difficulties in the way of purchasers, but it was not for the court to strain the natural construction of the Act.—COUNSEL, *Ingpen; R. O. B. Lane.* SOLICITORS, *M. H. Pope; Tickell & Co.*

SMALLPAGE *v.* TONGE—C. A. No. 2, 17th July.

PRACTICE—LEAVE TO ISSUE CONCURRENT WRIT FOR SERVICE OUT OF JURISDICTION—RENEWAL OF ORIGINAL WRIT—EXTENSION OF TIME—STATUTE OF LIMITATIONS—R. S. C., 1883, VI., 1, 2; VIII., 1; LXIV., 7.

This was an application for leave to issue a concurrent writ for service out of the jurisdiction. In March, 1881, the plaintiff issued a writ for the price of goods sold and delivered to the defendant in 1875. The defendant was not served, because the plaintiff could not discover where he was. The writ was subsequently renewed every six months, the last renewal being in March, 1886. The plaintiff had recently discovered that the defendant was residing in France, and he applied to a Divisional Court for leave to issue a concurrent writ for service out of the jurisdiction. Rule 1 of order 6 provides that "The plaintiff in any action may at the time of, or at any time during twelve months after, the issuing of the original writ of summons, issue one or more concurrent writ or writs, each concurrent writ to bear *teste* of the same day as the original writ, and to be marked with a seal bearing the word 'concurrent' and the date of issuing the concurrent writ, and such seal shall be impressed upon the writ by the proper officer; provided always that such concurrent writ or writs shall only be in force for the period during which the original writ in such action shall be in force." By rule 2 "A writ for service within the jurisdiction may be issued, and marked as a concurrent writ with one for service, or whereof notice in lieu of service is to be given, out of the jurisdiction, and a writ for service, or whereof notice in lieu of service is to be given, out of the jurisdiction, may be issued and marked as a concurrent writ with one for service within the jurisdiction." By rule 1 of order 8, "No original writ of summons shall be in force for more than twelve months from the day of the date thereof, including the day of such date; but if any defendant therein named shall not have been served therewith, the plaintiff may, before the expiration of the twelve months, apply to the court or a judge for leave to renew the writ; and the court or judge, if satisfied that reasonable efforts have been made to serve such defendant, or for other good reason, may order that the original or concurrent writ of summons be renewed for six months from the date of such renewal inclusive, and so from time to time during the currency of the renewed writ, ... and a writ of summons so renewed shall remain in force and be available to prevent the operation of any statute whereby the time for the commencement of the action may be limited, and for all other purposes, from the date of the issuing of the original summons." By rule 4 of order 2 a writ for service out of the jurisdiction cannot be issued without the leave of the court or a judge. By rule 7 of order 64, "The court or a judge shall have power to enlarge or abridge the time appointed by these rules, or fixed by any order enlarging time, for doing any act or taking any proceeding, upon such terms (if any) as the justice of the case may require; and any such enlargment may be ordered, although the application for the same is not made until after the expiration of the time appointed or allowed." The Divisional Court (Wills and Grantham, JJ.) refused the application, on the ground that a concurrent writ could not be issued after the original writ had been renewed, and that the time ought not to be enlarged when the enlargement would affect the operation of the Statute of Limitations. The Court of Appeal (COTTON and LINDLEY, L.JJ.) reversed the decision, and granted the application. They were of opinion that there was power to enlarge the time. They doubted at first whether a concurrent writ could be issued when there was only one defendant, but they said that they had made inquiry of an experienced master, and found that it was the common practice to issue concurrent writs when there was only one defendant, as well as when there were several defendants whom it was desired to serve concurrently, because the defendant might be a person who was moving about, and it might not be known at which of several places he was to be found. The applicant had satisfied them that he had used all due diligence in trying to serve the defendant and to prevent his claim being statute barred, and that the defendant was avoiding his creditors generally, and had hitherto defeated the applicant, and that they ought, therefore, to grant the application.—COUNSEL, *Percy Gye.* SOLICITORS, *G. S. & H. Brandon.*

LOCKE *v.* WHITE—C. A. No. 2, 14th July.

R. S. C., 1883, XX., 5; XXVIII., 2, 4; XXXVI. 1—STATEMENT OF PLACE OF TRIAL—AMENDMENT OF STATEMENT OF CLAIM—RIGHT OF PLAINTIFF TO ALTER PLACE OF TRIAL.

The question in this case was whether a plaintiff, when amending his statement of claim, is entitled to alter the place of trial named in his original statement of claim, or to name a place of trial when none has been originally named. Rule 5 of order 20 provides that "the statement of claim must, in all cases in which it is proposed that the trial should be elsewhere than in Middlesex, shew the proposed place of trial." And by rule 1 of order 36, "Every action in every division shall, unless the court or a judge otherwise orders, be tried in the county or place named on the statement of claim, or (where no statement of claim has been delivered or required) by a notice in writing to be served on the defendant or his solicitor within six days after appearance. Where no place of trial is named, the place of trial shall, unless the court or a judge shall otherwise order, be the county of Middlesex." By rule 2 of order 28, "the plaintiff may, without any leave, amend his statement of claim, whether indorsed in the writ or not, once at any time before the expiration of the time limited for reply, and before replying, or, where no defence is delivered, at any time before the expiration of four weeks from the appearance of the defendant who shall have last appeared." And by rule 4, "Where any party has amended his pleading under either of the last two preceding rules, the opposite party may, within eight days after the delivery to him of the amended pleadings, apply to the court or a judge to disallow the amendment, or any part thereof, and the court or a judge may, if satisfied that the justice of the case requires it, disallow the same, or allow it subject to such terms as to costs or otherwise as may be just." The present action was brought in the Chancery Division, claiming a declaration that the defendant was a trustee for the plaintiff of certain moneys in his hands, and to have a document which the plaintiff had executed set aside, these being matters specially assigned to the Chancery Division. The statement of claim, which was delivered on the 5th of February, did not name any place of trial. On the 6th of March the defendant delivered his statement of defence. On the 5th of April the plaintiff delivered an amended statement of claim, in which Winchester was named as the place of trial. On the 13th of April the defendant delivered an amended statement of defence, and, on the 20th of April the reply

was delivered. On the 29th of April the plaintiff served notice of trial at Winchester, and on the 30th of April the defendant took out a summons to set aside the notice of trial as irregular. North, J., held (34 W. R. 648) that the plaintiff was not tied down to the moment of delivering the original statement of claim for the purpose of fixing the *venue*, and dismissed the summons, with costs. The Court of Appeal (LINDLEY and LOPES, L.JJ.) reversed the decision. On behalf of the defendant it was contended that the original statement of claim, by naming no place of trial, had fixed the place of trial in Middlesex, and that the place could not afterwards be changed without an order of the court or a judge. On behalf of the plaintiff it was urged that the naming of a place of trial was part of the statement of claim, which the plaintiff had, under rule 2 of order 28, power to amend, and that the phrase "statement of claim," in rule 5 of order 20, and in rule 1 of order 36, must include an amended statement of claim. And it was said that, at any rate, the defendant ought, under rule 4 of order 28, to have applied within eight days after the delivery to him of the amended statement of claim to have the naming of the place of trial at Winchester struck out. LINDLEY, L J., said that the case was an important one, but its difficulty was not equal to its importance. It turned upon the construction of two rules—the one a general rule as to the amendment of pleadings; the other a special rule as to the place of trial. In rule 5 of order 20 the expression "statement of claim" clearly meant the original statement of claim, not an amended statement of claim, and his lordship thought that rule 1 of order 36 referred in unmistakable language to rule 5 of order 20. The argument for the plaintiff amounted to reading rule 1 of order 36 as if it had said "original or amended statement of claim." That would not be consistent with rule 5 of order 20. If no statement of claim was delivered, the limitation of "six days after appearance" for giving notice of the place of trial shewed that the object was that the place of trial should be named at the earliest stage in the action. There were many reasons for fixing the place of trial at an early stage. Independently of the rules as to amendment, then, the thing seemed as plain as possible. The plaintiff was to name the place of trial in his statement of claim; if he did not it was to be in Middlesex. It could not then be changed at his own will and pleasure, it could only be changed by an order of the court. Rule 2 of order 28 was, no doubt, very wide in its terms, and, if it stood alone, his lordship thought that it would justify what the plaintiff had done in this case. But it must be read in conjunction with rule 1 of order 36. Then there was a general rule expressed in general language, and a special rule expressed in particular language applying to the particular case. That being so, the special rule must prevail over the general rule. The attempt was a novel one—to change the place of trial without any leave of the court—and it could not succeed. The defendant was not asking to alter the place of trial, but to set aside an irregularity. His case was that the place of trial had always been Middlesex, and that it could not be changed without an application to the court. Probably the defendant might have applied, under rule 4 of order 28, to have the amendment as to the place of trial disallowed, but that was a merely technical objection. The substance of the present application was that, notwithstanding the plaintiff's irregularity, the place of trial should be where it ought to be, and his lordship thought that the defendant was not precluded from making it by lapse of time. The order which he asked must be made, and the costs of the application must be the defendant's in any event, and the plaintiff must pay the costs of the appeal. LOPES, L.J., felt no doubt that the true construction of the rules was this—that, when the place of trial was once fixed, whether by a positive statement in the statement of claim, or by the silence of the statement of claim, or by notice if there was no statement of claim, it could only be changed by an order of the court or a judge. If that was so, and the plaintiff's contention was right, he would be able to do that which was prohibited by the rules—viz., alter the place of trial, without any order of the court, by an application of rule 2 of order 28. North, J., in his judgment, asked: "Why should not the right to name the place of trial be kept open as long as the pleadings are open?" The answer was that the rules had directed otherwise.—COUNSEL, *E. Clarke*, Q.C., *Everitt*, Q.C., and *Edward Ford*; *Oswald*. SOLICITORS, *Ashley, Tee, & Sons*; *A. W. Mills*.

HIGH COURT OF JUSTICE.

MOSS *v.* MALINGS—North, J., 19th July.

PATENT ACTION—AMENDMENT OF PARTICULARS OF OBJECTION AT TRIAL.

This was an action to restrain an alleged infringement by the defendants of the plaintiff's patent. Particulars of objections were delivered by the defendants in the ordinary way. At the trial the plaintiff was examined, cross-examined, and re-examined. The trial was then suspended for two or three days. On its being resumed the defendants' counsel stated that he was instructed that in the interval some new facts had come to the knowledge of the defendants which shewed that the plaintiff was not the first inventor of the patented article, and he asked to be allowed to recall the plaintiff for cross-examination as to these new facts, with the view of founding an application for leave to amend the particulars of objection and for a postponement of the trial meanwhile. *Renard* v. *Levinstein* (13 W. R. 229) was relied on as an authority for the granting of such an application during the trial. The application was opposed by the plaintiff's counsel on the ground that, as the particulars of objection stood, the proposed cross-examination would be irrelevant, and that the defendants ought to make a substantive application supported by independent evidence. The very object of requiring particulars of objection was to prevent a new case being sprung upon the plaintiff in this way. NORTH, J., refused the application. He said that he could not allow a cross-examination for the purpose of shewing that the defendants might have a case for asking to be allowed to apply for leave to amend their particulars of objection. At present there was no evidence to justify the application. In *Renard* v. *Levinstein* a case was made by the defendant. *Daw* v. *Eley* (L. R. 1 Eq. 38) was an authority for not granting the application. It could only be granted if it was shewn that the new facts could not with reasonable diligence have been discovered sooner. This the defendants had not proved. His lordship also refused to allow one of the defendants to be called to prove the newly-discovered facts.—COUNSEL, *Dundas Gardiner*; *Moulton*, Q.C., and *J. C. Graham*. SOLICITORS, *Hughes*; *G. H. Hoyle*.

JENNEY *v.* MACKINTOSH—North, J., 16th July.

PRACTICE—SERVICE OUT OF JURISDICTION—REAL ESTATE ABROAD—BRITISH SUBJECT RESIDENT ABROAD—R. S. C., 1883, XI., 1 (*g*.).

This was an application for leave to serve the writ on one of the defendants, who was a British subject residing in Trinidad. The other defendants were within the jurisdiction, and the writ had been served on them. The plaintiffs were creditors entitled to the benefit of a creditors' deed, executed by a debtor in England in 1863, by which the debtor conveyed to trustees certain property, including some real estate in Trinidad, on trust to secure the payment of a composition of 7s. 6d. in the pound to the creditors. After the death of the debtor, the plaintiffs brought an action of *Jenney* v. *Bell*, against the then trustee of the deed and the debtor's executors, to enforce their right to payment of the composition against the property comprised in the deed, and particularly against the real estate in Trinidad, and in 1879 judgment was given by Malins, V.C., by which it was declared (*inter alia*) that all the estate and interest which, at the date of the deed, the debtor had in the Trinidad property were liable to make good to the plaintiffs the composition, and that whatever estate or interest in the property passed by the debtor's will was subject to that liability in favour of the plaintiffs, and consequential directions were given to enable the plaintiffs to enforce the liability. After this judgment had been given the plaintiffs discovered that, by reason of the deed not having been attested as required by the law of Trinidad, the legal estate in the Trinidad property did not pass under the deed. It had apparently not passed, by the debtor's will, to his executors. The plaintiffs were, consequently, not able to obtain any benefit from the judgment. The present action was brought by the same plaintiffs against the debtor's widow and children. W., one of the plaintiffs, had become the sole trustee of the creditors' deed. The widow and one of the sons were the executors and trustees of the will. One of the sons resided in Trinidad. He was a British subject. By the indorsement on the writ the plaintiffs claimed a declaration that all such estate or interest (if any) in the property subject to the deed as was vested in the defendants, or any of them, was liable to satisfy to the plaintiffs the sum which, by the former decree, the property had been declared liable; and that, by conveyance from the defendants or by vesting order, or otherwise as might be fit, the legal estate in the Trinidad property, or other property subject to the deed, might be vested in the plaintiff W. as trustee of the deed, or that the defendants might be directed to concur, as the court might think fit, in the realization by sale or otherwise of the Trinidad property and other property for the purpose of giving effect to the former judgment. The plaintiffs had been advised by a barrister practising in Trinidad that the legal estate in the Trinidad property devolved, on the debtor's death, on all his children, if it did not pass by his will, and that, under the law of Trinidad, the creditors' deed bound the beneficial interest of the debtor, and of all persons claiming through him, in the Trinidad property. Rule 1 of order 11 provides that service of a writ out of the jurisdiction may be allowed whenever (*inter alia*) "(*g*.) any person out of the jurisdiction is a necessary or proper party to an action properly brought against some other person duly served within the jurisdiction." NORTH, J., at first felt some difficulty in allowing the service out of the jurisdiction, but ultimately he allowed it, on the ground that the barrister's opinion shewed that the beneficial interest in the Trinidad property was bound by the creditors' deed.—COUNSEL, *Napier Higgins*, Q.C., and *Medd*. SOLICITORS, *Maples, Teesdale, & Co*.

ROSS *v.* ARMY AND NAVY HOTEL (LIMITED)—Kay, J., 15th and 20th July.

COMPANY—DEBENTURES—"COVERING DEED"—REGISTRATION—BILLS OF SALE ACT, 1882, s. 17.

The question arose in this case whether a certain trust deed for debenture-holders required registration under the Bills of Sale Act, 1882, or whether it came within the exception contained in section 17 of that Act. The action was by debenture-holders against the company to realize their security. The security was effected in the first instance by giving to each person who lent money to the company a debenture, which was in form an agreement under the seal of the company to pay the bearer on the 31st of December, 1888, the sum of £100, and also interest at seven per cent. per annum in the meantime, and each debenture contained these words:—"The debenture-bond is issued upon and subject to the conditions indorsed thereon." The fifth of those conditions was as follows:—"The holders of the debenture-bonds of this issue are entitled *pari passu* to the benefit of an indenture, dated the 24th of November, 1883, and made between the company of the one part, and Donald Alexander, MacBean Ross, and James Boardman, of the other part, whereby, subject to a sum of £75,000 and interest secured on mortgage, copies of which securities may be seen at the offices of the company's solicitors, Messrs. Barnard &

Co., 47, Lincoln's-inn-fields, the freehold buildings and premises of the company, situate in Victoria-street, Westminster, and all the machinery, fittings, fixtures, and furniture of the company in and about the said premises, and any of the machinery, fittings, fixtures, and furniture that may be substituted therefor during the continuance of the security effected by the said indenture, are expressed to be vested in the trustees to secure the payment of all moneys payable on such debenture-bonds." The deed of the 24th of November, 1883, purported to be a conveyance and assignment of the hereditaments, fixtures, and chattels in words rather larger than those used in the conditions, the future chattels being not only those substituted for existing chattels, but also any brought upon the premises in addition thereto. The assignment was to trustees upon trust to enter and take possession and sell in case of default, and out of the proceeds to pay off the mortgage and debenture debts, and to pay the surplus, if any, to the company. This deed was not registered under the Bills of Sale Act, 1882. On the 17th of June, 1884, the directors issued a circular to the debenture-holders stating that there had recently been a decision of a judge of the High Court which seemed to imply that a trust deed for debenture-holders should have been registered under the Bills of Sale Act, and that, feeling it their duty to protect the interests of the debenture-holders, they had caused a new debenture, framed to meet that decision, to be sealed in favour of each present holder of debentures in a form annexed which might be received by the debenture-holder at any time. This new form of debenture purported, on the face of it, to charge in favour of the holder or bearer the amount due on the debenture upon the company's undertaking and all its property, both real and personal, present and future, and it was stated to be supplemental to the original bond of the holder to whom it was given. On the 17th of December, 1885, a petition was presented to wind up the company; and, on the 5th of March, 1886, a winding-up order was made; and, on the 10th of May, an official liquidator was appointed. KAY, J., said that the Act did not say "containing a charge," but "secured upon" such chattels. The debentures were undoubtedly intended to be secured upon the chattels by this deed, which was commonly known as a "covering deed"; and if a debenture so secured was not within the Act, it was difficult to see why a covering deed should not also be excluded by the exception. By section 43 of the Joint Stock Companies Act the company were bound to keep a register of all mortgages and charges affecting their property, which was open to inspection by any creditor or member of the company at all reasonable times, so that the necessity for another registration was not very apparent; and that must have been one of the reasons for excepting debentures from the operation of the Act. Moreover, the form of bills of sale given by the Act was not applicable to a covering deed, and it would be difficult so to frame such a deed as to satisfy the statute, and such a deed, if within the Act, could not create a charge upon the chattels of the company (section 5), although debentures, being excepted by section 17, might be so charged. His lordship referred to *Brocklehurst* v. *The Railway Printing and Publishing Co.* (W. N. 1884, p. 70), and said that, if the literal construction put upon the Act in that case were to be adopted, it must be admitted, at any rate, that the debentures in this case were excepted by section 17. Then arose the question, if the covering deed was void, was there not enough in the nature of the transaction, or even upon the face of the debentures, to create an equitable charge upon the chattels mentioned in the deeds, or, at any rate, upon those specified in condition 5? His lordship referred to *Burgh* v. *Francis* (1 Eq. Cas. Abr. 320), *Taylor* v. *Wheeler* (2 Vern. 564), *Jennings* v. *Moore* (*Ibid.*, 609), *Re Strand Music Hall Co.* (3 De G. J. & S. 147), and *Holroyd* v. *Marshall* (10 H. L. Cas. 191). Assuming the covering deed to be void for want of registration, or for any other reason, by mistake or neglect of the officers of the company, the intention to give the debenture-holders a valid charge upon the property comprised in that covering deed was manifest on the face of the debentures. The rule of equity, therefore, applied. The debentures were perfectly good, and were excepted from the operation of the Bills of Sale Act by section 17. If the covering deed required registration and was void as to the chattels for want of it, the debentures were, on the face of them, equivalent to a contract in equity to charge the money lent upon the chattels comprised in the deed. There was, therefore, no answer to the claim on the part of the debenture-holder. His lordship was, therefore, unable to follow the decision in *Brocklehurst's case* in that respect. There must therefore be a declaration that all the chattels intended to be charged with the money due on the original debentures were subject to an equitable charge in favour of the holders of the debentures, and the costs of the motion must be paid out of the estate.—COUNSEL, *Graham Hastings*, Q.C., and *Maidlow*; *Kekewich*, Q.C., and *Phipson Beale*. SOLICITORS, *Ford, Lloyd, Bartlett, & Michelmore*; *Travers, Smith, & Braithwaite*.

Re WHITE'S TRUSTS—Bacon, V.C., 17th July.

WILL—CHARITY—CY-PRES—GIFT FOR PARTICULAR CHARITY—LAPSE.

The testator bequeathed £1,000 to the officers of the Tinplate Workers Co., upon trust, as soon as conveniently might be after his decease, and when a proper site could be obtained for that purpose, to build almshouses for the use of blind, helpless, or decayed liverymen, freemen, or (failing them) other men of the trade. The charity was to be managed by the officers of the company, and the testator expressed a hope that somebody would give an endowment. It had proved impossible to obtain either site or endowment, and the company, which was too poor to provide them, now petitioned the court that a scheme might be settled for carrying out the intentions of the testator by giving pensions or otherwise. BACON, V.C., said that the legacy had been given for a particular object only, and that, as that had failed, the legacy lapsed and fell into the residue. Petition dismissed. COUNSEL, *Millar*, Q.C., and *Grosvenor Woods*; *Dibdin*. SOLICITORS, *E. H. Birkett*; *Elcum & Lemon*.

Re MABERLY, MABERLY *v.* MABERLY—Bacon, V.C., 19th July.

WILL—TRUSTEES—INVESTMENT—DIRECTION TO INVEST IN IRISH LAND—DEBENTURES—SETTLED LAND ACT, 1882, ss. 3, 21, 33—LOCAL AUTHORITIES LOANS ACT, 1875, s. 27.

The testator directed that his personal estate should be converted, and the proceeds invested in the purchase of land in Ireland. All parties interested concurred in applying to the court for leave to retain the funds in their present state of investment, and for power to invest under the provisions of section 21 of the Settled Land Act, 1882. BACON, V.C., said that it was the duty of the trustees to act prudently, and that it would be most imprudent to invest in Irish land. They must retain the personal estate till an opportunity arose of investing it according to the terms of the will. Part of the fund was invested in Liverpool 3½ Per Cent Corporation Stock. BACON, V.C., held that this was not authorized by the combined operation of section 21 of the Settled Land Act, 1882, and the Local Authorities Loans Act, 1875, s. 27.—COUNSEL, *Sir A. T. Watson, Bart.*, Q.C.; *Hornell*; *Clement H. Lindon*. SOLICITORS, *Freshfields & Williams*.

CASES AFFECTING SOLICITORS.

Re TOMLIN PATENT HORSE SHOE CO. (LIMITED)—Chitty, J., 19th July.

SOLICITOR AND CLIENT—RETAINER—AGENT EMPLOYING SOLICITOR.

This was a motion by a person who had been joined as co-petitioner in a petition to wind up the company to have his name struck out as a petitioner, and that the solicitor acting for the petitioners might be ordered to pay the costs. The motion was opposed by the co-petitioners on the ground that a written authority given by the applicant to one of the co-petitioners was an authority to present the petition. That document was as follows:—"I hereby appoint F. T. to act for me and on my behalf in the matter of the Tomlin Patent Horse Shoe Co., and I agree to hold myself bound by any arrangement he may arrive at, or any engagement he may enter into in the matter." The applicant stated that nothing whatever passed between him and F. T. as to winding-up proceedings, but what took place had reference to dealing with his shares. *Atkinson* v. *Abbott* (3 Drew. 251); *Wray* v. *Kemp* (32 W. R. 334, L. R. 26 Ch D. 169); and *Nurse* v. *Durnford* (28 W. R. 145, L. R. 13 Ch. D. 764) were referred to. CHITTY, J., said that the document could not be treated by the solicitor as an authority to present a winding-up petition, for it was at most but an authority to negotiate or enter into an agreement on behalf of the applicant. The applicant, therefore, was entitled to an order as asked. The order was that the applicant's name be struck out of the petition, that the solicitor and the co-petitioners or one of them should pay the costs as between solicitor and client, and indemnify the applicant against all costs and liability in respect of the petition, including the costs of the respondent company.—COUNSEL, *J. H. Buome*; *Whitehorne*, Q.C., and *Metcalfe*; *Ince*, Q.C., and *Buckley*. SOLICITORS, *S. F. Langham*, for *Hodges*, Dorking; *P. M. James*; *Rooks & Co.*

HOYLE *v.* JACOBITZ—Q. B. D. (Bowen, L.J.), 16th July.

ACTION TO RECOVER CHARGES MADE BY AMERICAN LAWYERS.

This was an action brought by a solicitor against a client for whom he had acted in a petition in the Divorce Court. A decree *nisi* for the dissolution of the marriage was obtained in the case, and the plaintiff sent in a bill of costs, including a sum of over £50 for charges made by lawyers in America, where a commission to obtain evidence in support of the defendant's (the petitioner's) case had had to be sent. One question in the case was whether the plaintiff was or was not entitled to recover these charges of the American lawyers, although he had, as a matter of fact, only paid the amounts since the writ in the action had been issued. The main question in the action—viz., as to the liability of the defendant to pay the charges for which the plaintiff had admittedly made himself liable—depended upon the terms of certain letters by which the defendant had agreed to pay expenses incurred in America. The following cases were cited by the learned counsel in the case:—*Carr* v. *Roberts* (5 B. & A. 78); *Spark* v. *Heslop* (1 E. & E. 563); and *Warwick* v. *Richardson* (10 M. & W. 284). BOWEN, L.J., in giving judgment, said that the real question in the case was whether, by the contract between the plaintiff and the defendant, the former had been authorized to pay the charges of the lawyers in Chicago or there had been a mere contract of indemnity to pay any charges when paid by the plaintiff. His lordship was of opinion that the contract between the parties had been that the defendant should pay any moneys necessary to enable the plaintiff to employ the agents in America. It appeared that the amount for which the plaintiff had made himself legally liable had not been arrived at until after the writ had been issued. A very important question under section 25 of the Judicature Act, 1873, arose in the case—viz., as to whether or not the court could give effect to a cause of action not complete at the time of the issuing of the writ in it. His lordship desired to express no opinion on that point now, though he could not but feel that sooner or later it must be the subject of judicial decision. Inasmuch as in the present case the sum payable by the plaintiff to the agents employed on behalf of the defendant in Chicago had been fixed at £54, he must give judgment for the plaintiff for that amount.—COUNSEL, *Bray*; *Kisch*.—*Times*.

GUILDFORD ASSIZES.

SHAPLAND *v.* WHITE—Manisty, J., 20th July.

ACTION FOR PENALTY AGAINST REGISTRAR OF COUNTY COURT FOR ACTING AS SOLICITOR IN HIS OWN COURT.

This was an action against a solicitor, registrar of a county court, for a penalty of £50 for acting as a solicitor in his court in contravention of the provision in the County Court Act that no solicitor, being registrar, shall in any way, directly or indirectly, by partner or otherwise, be concerned as attorney or agent for any suitor in the same court. The now plaintiff, who is also a solicitor, had been sued in the High Court for a debt; judgment was obtained against him, and some time afterwards a judgment summons was taken out against him in the Epsom County Court, of which the defendant was registrar. Afterwards an order for committal was obtained. The present plaintiff appeared to have conceived that the now defendant had obtained the order, and wrote to him charging him with having done so and with having acted as solicitor in the matter, which, however, he denied, alleging that he had simply, as registrar, laid the proceedings before the judge who had made the order. His defence was that he had acted only as registrar, not as solicitor. Mr. Ede, the creditor, having been called as a witness by the plaintiff, stated that he had applied for the judgment summons. Being asked further who took the necessary proceedings, he said that Mr. White had told him that he could not act for him, he being registrar of the court, and that he must go to some other solicitor. It was admitted, however, that he had no other solicitor, that Mr. White obtained for him the office copy of the judgment, and that the affidavit of debt was drawn in his office. The witness distinctly stated that Mr. White, after he told him he could not act for him, being registrar, had never been consulted by him, nor had he acted for him in the matter of the county court. MANISTY, J., said there was no evidence that Mr. White had acted as was alleged, and therefore directed a verdict for the defendant, and gave judgment accordingly.—COUNSEL for the registrar, *Stuart Sankey.—Times.*

MANCHESTER ASSIZES.

VILLA ESTATE CO. (LIMITED) *v.* GEDDES—A. L. Smith, J., 17th July.

REPURCHASE BY DEBTOR OF ESTATE FROM HIS TRUSTEE IN LIQUIDATION—LIABILITY OF DEBTOR FOR ARREARS OF CALLS.

This action involved the question of the liability of a debtor who has, after bankruptcy, repurchased his estate from his trustee for arrears of calls upon shares in a limited company. The defendant was a chemist, and in 1874 became an original subscriber for 150 shares in the plaintiff company, and subsequently applied for and obtained a further allotment of sixty shares. The defendant acted as a director and chairman of the company from its formation, but on the 8th of November, 1876, he went into liquidation. On the 2nd of January, 1877, he obtained his discharge, and on the 13th of January, 1877, his trustee, in consideration of the sum of £250 paid, reconveyed the defendant's estate to the defendant. The defendant did not return the shares as assets in his bankruptcy, and no notice was given to the company of his liquidation. The trustee took no action with reference to the shares and did not disclaim them. After the reconveyance of his estate the defendant continued to take some part in the management of the affairs of the company, but not to so great an extent as before. Calls upon the defendant's shares had from time to time been made, and by December, 1878, arrears amounting to £469 7s. 8d. had accrued upon them. On the 11th of November, 1885, a resolution was passed to wind up the company, which was confirmed upon the 7th of December, 1885. The defendant appeared upon the register as a shareholder, and the liquidator of the company in this action sought to make the defendant liable as contributory for the amount of the arrears of calls upon the shares registered in his name. Counsel contended, on behalf of the defendant, that the bankruptcy absolved the defendant from liability upon the shares, and cited in support of his argument Lindley on Partnership, 4th ed., p. 1181, *Ex parte Pickering, Re Pickering* (L. R. 4 Ch. 61), and *The Mercantile Mutual Marine Association* (L. R. 25 Ch. D. 21). Counsel on behalf of plaintiff contended that the defendant should have made an application to the court to rectify the register after his discharge, and that, being a free man at the time of the reconveyance, the bankruptcy was no bar to the claim. A. L. SMITH, J., held that the debt was one provable by the company in the bankruptcy, and gave judgment for the defendant, with costs.—COUNSEL, *R. Henn Collins*, Q.C., and *Maberly; Addison*, Q.C., and *Eastwood.—Times.*

The *Times* says that on Wednesday Mr. Justice Field, after a jury had stopped a case in which the plaintiff claimed damages for personal injuries, expressing an opinion that the case ought never to have been brought, called the plaintiff's solicitor to the front of the court and, addressing him, said: "Have the goodness, sir, at once to pay the jury their fees. I make an order to that effect, and if you do not pay these fees to-day, sir, I shall make an order for your attachment. I will not allow the jury to be treated like this; it is bad enough that they have to put up with their present low remuneration." [The statement is obviously imperfect; there must surely have been some demur on the part of the solicitor to payment of the fees of the jury.]

MR. JUSTICE STEPHEN AND MR. STEVENSON.

AT the conclusion of an interpleader case (*Fisher* v. *Fisher*) at the Nottingham Assizes on the 15th inst., Mr. G. J. Coombs, auctioneer, who did not answer to the call of his *subpœna* during the trial, made an application to the judge that the certificates given to the defendant's solicitor, Mr. W. H. Stevenson, might be cancelled. Mr. Coombs, in answer to the judge, said he had been in the country on important business for the high sheriff, and that he had been delayed in consequence of the train by which he travelled being late in arriving in Nottingham. His lordship asked Mr. Stevenson if he would hand over the certificates to Mr. Coombs, but Mr. Stevenson said if it was left to his own discretion he would prefer to keep them. His lordship: I order them to be given up. Mr. Stevenson: Would you allow me to get a copy of them? His lordship: I order you in my presence to hand over the certificates. On taking his seat on the bench next morning his lordship asked if Mr. Stevenson was present. If not, his (Mr. Stevenson's) clerk, if he was present, had better go and inform him that if he did not appear he would be severely dealt with. Mr. Stevenson, he (the judge) had been credibly informed, had been guilty of gross contempt of court on Thursday night; and he (the judge) required his presence. He would give him a short time to put in an appearance; but he should direct Mr. Cox to make out at once a summons for the attendance of Mr. Stevenson forthwith in court. His lordship then definitely instructed Mr. Cox to make out a summons to that effect, and have it served by a bailiff of the court. Mr. Cox was also instructed to give Mr. Stevenson to understand that what had passed already—the refusal to obey the order of the court—was an additional contempt of court, and would be dealt with as such. He also asked Mr. Cox to embody in the summons the fact that Mr. Stevenson had to appear to answer for contempt committed by him on Thursday night upon the rising of the court. His lordship added any default would be an additional contempt, and that the matter would be dealt with in Mr. Stevenson's absence if he did not appear. At 10.35 Mr. Stevenson appeared in court, and his lordship, addressing him, said: I am informed that on my leaving the court yesterday you went to my clerk and attempted to take by force the order which, by my directions, had been cancelled. Is that true? Mr. W. H. Stevenson: Your lordship has been misinformed. What took place was this—In the first place there was no order made to estreat the recognizances, but I had in my possession an original *subpœna*——His lordship: Did you try to take it by force from my clerk? Mr. Stevenson: No, my lord. If your lordship will hear me——His lordship: No; I shall take evidence upon it. Mr. Stevenson: Will you allow me to state what took place? His lordship: You can if you like. Mr. Stevenson said that if his lordship would allow him he wished to state that there was a memorandum on the document to the effect that Mr. Coombs had been called on his *subpœna* three times, but did not answer; and, on the judge's suggestion, he handed it to his lordship's clerk to be cancelled. He did not understand that the document was to be given up, because it was an original document and would be needed for purposes of taxation. He accordingly went to his lordship's clerk and asked if he could have the document back, or so much of it as contained the memorandum. The gentleman in question declined, and as the document was on the table he (Mr. Stevenson) took it up, but while it was in his hands his lordship's clerk or some other gentleman snatched it violently from him, and he believed that it got torn. So far as from intending any disrespect to the court, he had not the slightest wish to be guilty of it, and he submitted that it was he himself who had the grievance. He asked for the names of the officials in question, but they declined to give him them, and he asked for the document, but that they also refused to give him. He thought that his lordship would see that there was a great deal to be said on both sides of the case, and that they in the profession had had a great deal to put up with. His lordship (warmly): Don't talk to me in that way, sir. You are talking in a most insolent manner. Your behaviour and the whole of your conduct yesterday were of the most insulting character. Mr. Stevenson: It was not my intention to be insolent or insulting. His lordship: Try to pervert your nature, and do not be insolent, but respectful for once. Mr. Stevenson: I am not trying to be insolent. It is my misfortune——His lordship: Yes, it is your misfortune. Mr. Stevenson: I am endeavouring to give you my explanation. His lordship: Go on without making any insulting remarks, and do it in a proper manner. Give your explanation without being insulting. Mr. Stevenson said he was entitled to this document. His lordship: And you were trying to retain it by force after I had given orders that it should be given up? Mr. Stevenson said he was not. He respectfully bowed to the direction of those above him. He then went on to say that he was simply pointing out to his lordship's clerk and another official of the court that it was an original *subpœna* when the document was snatched out of his hand; and that was how it got torn. He did not in any way endeavour or desire to take forcible possession of it. His lordship (holding up a document): This is the document, I suppose? Mr. Stevenson: Yes. It was after your lordship had left the building, so that it was not technically in the face of the court. His lordship: Mr. Cox, swear my clerk. The judge's clerk (Mr. Philip Dyke) was sworn and said: When your lordship left the court, you instructed me to erase that indorsement and also to obtain the document. While I was erasing the indorsement, Mr. Stevenson came round to this corner and took hold of the document by one of the corners and held it for some time, but I did not let it go, and he certainly did ask me to cut off the portion with the indorsement and let him have the other. I told him, as I had your

lordship's order to keep it, his best course would be to apply to your lordship for the return of the document. I then felt that he was getting a firmer hold of the document, and I took the document with my two hands. He, with his right hand, was drawing it tight, because I was drawing it at the same time, and accordingly the document came in two. With regard to the name, he did not ask my name. His lordship (addressing Mr. Stevenson): What have you to say for yourself, Mr. Stevenson. Mr. Stevenson: I do not say this is exactly correct, but I think he has given his statement fairly, and it will shew that I did not attempt to take it by force. His lordship: After hearing what has happened, and hearing your explanation about this—Well, I had intended to inflict a severe punishment upon you, and I certainly should have done so if there had really been an attempt on your part to take away a document which was in the custody of the court from the officer of the court. It seems to me from your own account that it is simply the behaviour of an insolent and vulgar man. Mr. Stevenson: Will your lordship make an order? His lordship: With regard to the document it is cancelled, and now that it is cancelled you may have it back. I overlook it because it is a piece of vulgar impertinence. I advise you to take warning that your conduct is as bad as can be. Stand up, sir. You behaved yourself yesterday in the most insolent manner, and then you have the further insolence to come before me and talk about the members of the profession to which you belong as a race of men who had to put up with a great deal. I am sure—although I do not believe there are a more honourable or better conducted body of men than solicitors—they are uncommonly well able to take care of themselves. You are most insolent in your way, sir. Sit down. Mr. Stevenson: Your lordship is on the bench. His lordship: Sit down, sir. Mr. Stevenson then resumed his seat, and soon afterwards left the court.—*Nottingham Journal.*

PHOTOGRAPHS AS EVIDENCE.

THE *Photographic News* says:—In commenting last week on a decision given by Mr. Justice North, and which decision seems to have been very much influenced by a photograph, we alluded to one way in which photography may give directly false evidence, and we may now mention another typical case. A friend of ours, who some years ago had a portrait studio in the City, formed a speaking acquaintanceship with a solicitor, as the result of meeting him almost daily at a dining room. One day the solicitor greeted the photographer by expressing high disgust towards photography and photographers; "for," said he, "one of you fellows will make me lose an ancient-lights case to morrow." "More fool you," answered the photographer; "you should get some photographs taken on your side also." In a close conversation of some fifteen minutes which followed, the solicitor learned what he did not know before: he learned that the photograph may be made to speak for this or for that, according as the finger of mammon does point. An inspection was made, and it was found that a photograph so untruth-telling as to be altogether satisfactory to the plaintiff could only be taken under the following conditions. The lens must include an exceptionally wide angle; the view must be taken from the roof of a certain building in the neighbourhood, and late in the afternoon. Much work had to be done. The lens had to be borrowed from a celebratred optician who had only just succeeded in constructing his first extra wide angle lens. Difficulties as to access to the desired standpoint had to be overcome, but all the obstacles were surmounted, and, to the delight of the lawyer, a photograph was produced which shewed the new wall as being close to the plaintiff's premises, and magnified into disproportion, while the long, black evening shadow trailed across the diminished building of the plaintiff, rendering his windows almost invisible for the very blackness. Here was a striking contrast to the defendant's photograph, which showed the plaintiff's building large, and illuminated by the midday light, while on the remote edge of the picture was the recently-erected wall, to be seen as small and distant. To revert to the case which was heard last week, Mr. Justice North, when he said that "he had seen some very clear photographs which convinced him that the inscription was put up in such a way that passers-by would not be deceived," may have been fully aware of all the circumstances we referred to. He may have known that a sign-board may be painted with two totally different inscriptions, one of these inscriptions being latent to the eye, and patent to the ordinary sensitive plate, while the other inscription is patent to the eye, but latent to the sensitive plate. He may have studied the recent developments of orthochromatic photography, and he may, perhaps, look forward to the time when it may be possible to represent on the sensitive plate all objects in their correct relative intensities. He may have known how photography has sometimes done good service in rendering obvious things invisible to the eye; how stars invisible to the eye can be seen by the recording eye of the camera; how erased writing has been brought to light, and how the markings of eruptive disease have been seen by the camera before the eye could detect them. Knowing all this, he may have satisfied himself that the photographs were truthful ones. There is, however, a possibility that he did not know much about the possibilities of the case, and that he took it for granted that photographs cannot lie. If so, he has created a dangerous precedent. Photographs ought to be seldom received except in conjunction with the personal evidence of the photographer who took them, and when there is satisfactory, independent evidence that the photographs are truth-speaking witnesses.

In the *Crawford case* Sir James Hannen refused to allow "Hansard" to be referred to as evidence.

LEGAL M.P.'S.

MEMBERS whose names are printed in italics were not members of the late House of Commons.

ENGLAND AND WALES.

BARRISTERS.

ASHTON-UNDER-LYNE—John Edmund Wentworth Addison, Q.C. C
BATH—Edmund Robert Wodehouse. U L
BEDFORDSHIRE, South—Cyril Flower. G L
BERKSHIRE, East—William George Mount. C
" South—Sir Charles Russell, Bart. C
BETHNAL GREEN, South-West—Edward Hare Pickersgill. G L
BIRMINGHAM, East—*Henry Matthews*, Q.C. C
BRADFORD, Central—Right Hon. George John Shaw-Lefevre. G L
BRIGHTON—Right Hon. William Thackeray Marriott, Q.C. C
BURY—Right Hon. Sir Henry James, Q.C. U L
BURY ST. EDMUNDS—Lord Francis Hervey. C
CAMBERWELL, Dulwich—John Morgan Howard, Q.C. C
" North—*John Richards Kelly*. C
" Peckham—Arthur Anthony Baumann. C
CAMBRIDGE UNIVERSITY—Right Hon. Henry Cecil Raikes. C
CAMBRIDGESHIRE, West—Charles Hall, Q.C. C
CARDIGANSHIRE—*William Bowen Rowlands*, Q.C. G L
CARLISLE—*William Court Gully*, Q.C. G L
CARMARTHENSHIRE, East—David Pugh. G L
CARNARVON—*Edmund Swetenham*, Q.C. C
CHATHAM—Sir John Eldon Gorst, Q.C. C
CHELSEA—*Charles Algernon Whitmore*. C
CHELTENHAM—James Tynte Agg Gardner. C
CHESHIRE, Altrincham—Sir William Cunliffe Brooks, Bart. C
CHESTER—*Robert Armstrong Yerburgh*. C
CHRISTCHURCH—Charles Edward Baring Young. C
COLCHESTER—Henry John Trotter. C
CORNWALL, Camborne—Charles Augustus Vansittart Conybeare. G L
" Launceston—Charles Thomas Dyke Acland. G L
DENBIGH—Hon. George Thomas Kenyon. C
DENBIGHSHIRE, East—Right Hon. George Osborne Morgan, Q.C. G L
" West—William Cornwallis West. U L
DERBY—Right Hon. Sir William Vernon Harcourt, Q.C. G L
DEVONSHIRE, Ashburton—Charles Seale Hayne. G L
" Barnstaple—George Pitt Lewis, Q.C. U L
" Honiton—Sir John Henry Kennaway, Bart. C
DEWSBURY—Sergeant John Simon. G L
DORSETSHIRE, North—Hon. Edwin Berkeley Portman. G L
DURHAM, City—Thomas Milvain. C
" North-West—Llewellyn Archer Atherley Jones. G L
ESSEX, Walthamstow—William Thomas Makins. C
" Harwich—James Round. C
FULHAM—William Hayes Fisher. C
GLAMORGANSHIRE, South—Arthur John Williams. G L
HACKNEY, South—Sir Charles Russell, Q.C. G L
HALIFAX—Right Hon. James Stansfeld. G L
HAMPSHIRE, Basingstoke—Right Hon. George Sclater Booth. C
" Isle of Wight—Sir Richard Everard Webster, Q.C. C
" New Forest—Francis Compton. C
HAMPSTEAD—Right Hon. Sir Henry Thurston Holland, Bart. C
HASTINGS—*Wilson Noble*. C
HUDDERSFIELD—William Summers. G L
IPSWICH—Charles Dalrymple. C
ISLINGTON, East—*Isaac Cowley Lambert*. C
KENSINGTON, North—Sir Roper Lethbridge. C
KENT, Faversham—Herbert Thomas Knatchbull-Hugessen. C
" St. Augustine—Aretas Akers Douglas. C
" Tunbridge—Robert Norton. C
KIDDERMINSTER—*Augustus Frederick Godson*. C
LAMBETH, Brixton—Ernest Baggallay. C
LANCASHIRE, Eccles—Right Hon. Sir Richard Assheton Cross, G.C.B. C
" Prestwich—*Robert Gray Cornish Mowbray*. C
LEEDS, East—*John Lawrence Gane*, Q.C. G L
LEICESTERSHIRE, South—*Thomas Keay Tapling*. C
LINCOLN—*Frederick Harold Kerans*. C
LINCOLNSHIRE, Brigg—Samuel Danks Waddy, Q.C. G L
" Horncastle—Right Hon. Edward Stanhope. C
" Louth—*Arthur Raymond Heath*. C
" Stamford—John Compton Lawrence, Q.C. C
LIVERPOOL, Abercrombie—William Frederick Lawrence. C
" Walton—John George Gibson, Q.C. C
LYNN—Right Hon. Robert Bourke. C
MAIDSTONE—Alexander Henry Ross. C
MIDDLESEX, Harrow—William Ambrose, Q.C. C
" Tottenham—Joseph Howard. C
MONMOUTHSHIRE, North—Cornelius Marshall Warmington, Q.C. G L
" West—Thomas Phillips Price. G L
MONTGOMERYSHIRE—Stuart Rendel. G L
NEWCASTLE-UNDER-LYME—*Douglas Harry Coghill*. U L
NEWCASTLE-UPON-TYNE—Right Hon. John Morley. G L
NEWINGTON, West—
NORFOLK, North—Herbert Henry Cozens-Hardy, Q.C. G L
" Mid—Robert Thornhaugh Gordon. U L
NORTHAMPTONSHIRE, East—Francis Allston Channing. G L

NOTTINGHAM, East—Arnold Morley. G L
" South—*Henry Smith Wright*. C
OXFORD UNIVERSITY—Right Hon. Sir John Robert Mowbray, Bart. C
OXFORDSHIRE, Mid—Francis William Maclean, Q.C. U L
" South—*Hon. Francis Parker*. C
PLYMOUTH—Edward Clarke, Q.C. C
PRESTON—William Edward Murray Tomlinson. C
ST. HELENS—Henry Seton Karr. C
ST. PANCRAS, East—*Robert Grant Webster*. C
" South—Sir Julian Goldsmid, Bart. U L
SALFORD, South—*Henry Hoyle Howarth*. C
" West—*Lee Knowles*. C
SHEFFIELD, Attercliffe—Hon. Bernard John Seymour Coleridge. G L
" Central—Charles Edward Howard Vincent. C
" Ecclesall—Ellis Ashmead Bartlett. C
" Hallam—Charles Bellby Stuart Wortley. C
SHROPSHIRE, South—Robert Jasper More. U L
" West—Stanley Leighton. C
SOMERSETSHIRE, East—Henry Hobhouse. U L
" Wellington—*Charles Isaac Elton*, Q.C. C
SOUTHWARK, West—Arthur Cohen, Q.C. G L
STAFFORDSHIRE, Kingswinford—Alexander Staveley Hill, D.C.L., Q.C. C
" Leek—*Harry Tichborne Davenport*. C
SUSSEX, East Grinstead—*Hon. Alfred Erskine Gathorne Hardy*. C
WARWICKSHIRE, North-East—*John Stratford Dugdale*, Q.C. C
WEST HAM, North—*James Forrest Fulton*. C
WHITEHAVEN—Right Hon. George Augustus Cavendish Bentinck. C
WIGAN—Francis Sharp Powell. C
WORCESTERSHIRE, East—George Woodgate Hastings. U L
YORK—Frank Lockwood, Q.C. G L
YORKSHIRE, East Riding—Arthur Duncombe. C
" West Riding, Barnsley—Courtney Stanhope Kenny. G L
" " Doncaster—Walter Shirley Shirley. G L
" " Morley—Charles Milnes Gaskell. G L
" " Ripon—*John Lloyd Wharton*. C

SOLICITORS.

BRISTOL, North—Lewis Fry. U L
CARNARVONSHIRE, South—John Bryn Roberts. G L
DUDLEY—*Brooke Robinson*. C
ISLINGTON, South—*Sir Albert Kaye Rollit*, LL.D. C
SCARBOROUGH—*Joshua Rowntree*. G L
STOCKPORT—*Sydney Gedge*. C
STOCKTON—Joseph Dodds. G L
WANDSWORTH—Henry Kimber. C
WARWICKSHIRE, South-East—Henry Peyton Cobb. G L
WOLVERHAMPTON, East—Right Hon. Henry Hartley Fowler. G L
WOOLWICH—Edwin Hughes. C

SCOTLAND.

BARRISTERS AND ADVOCATES

BUTESHIRE—James Patrick Bannerman Robertson. C
CLACKMANNANSHIRE and KINROSSHIRE—Right Hon. John Blair Balfour, Q.C. G L
DUMFRIES—*Robert Threshie Reid*, Q.C. G L
DUNDEE—Charles Carmichael Lacaita. G L
" Edmund Robertson. G L
EDINBURGH, East—*Robert Lamb Wallace*. G L
" West—Thomas Ryburn Buchanan. U L
EDINBURGH AND ST. ANDREW'S UNIVERSITIES—Right Hon. John Hay Athol Macdonald, Q.C. C.
ELGIN—Alexander Asher, Q.C. G L
ELGIN and NAIRNSHIRE—*Charles Henry Anderson*, Q.C. G L
FIFESHIRE, East—*Herbert Henry Asquith*. G L
HADDINGTONSHIRE—Richard Burdon Haldane. G L
INVERNESS—Robert Bannatyne Finlay, Q.C. U L
KIRKCALDY—Sir George Campbell. G L
KIRKCUDBRIGHTSHIRE—Mark John Stewart. C
LANARKSHIRE, North-East—Donald Crawford. G L
" Partick—Alexander Craig Sellar. U L
MONTROSE—John Shiress Will, Q.C. G L
PERTHSHIRE, East—Robert Stewart Menzies. G L
ROXBURGHSHIRE—Hon. Arthur Ralph Dundas Elliott. U L
ST. ANDREW'S—*Henry Torrens Anstruther*. U L

SOLICITORS.

INVERNESSHIRE.—Charles Fraser Macintosh. G L

IRELAND.

BARRISTERS.

ANTRIM, North—Edward Macnaghten, Q.C. C
" South—John William Ellison Macartney. C
BELFAST, South—William Johnston. C
CORK, North-East—Edward Leamy. P
DONEGAL, East—Arthur O'Connor. P
DUBLIN UNIVERSITY—Right Hon. David Robert Plunket, Q.C. C
" Right Hon. Hugh Holmes, Q.C. C
DOWN, North—Thomas Waring. C
KILDARE, North—James Laurence Carew. P
KILKENNY, North—Edward Purcell Mulhallen Marum. P
KING'S COUNTY, Birr—Bernard Charles Molloy. P
MONAGHAN, South—Sir Joseph Neale McKenna. P
ROSCOMMON—Andrew Commins, LL.D. P
WEXFORD, North—John Edward Redmond. P

SOLICITORS.

CORK, North-East—Edmund Leamy. P
" City—Maurice Healy. P
DONEGAL, North—James Edward O'Doherty. P
" West—Patrick O'Hea. P
DOWN, South—Michael McCartan. P
KILKENNY, South—Patrick Alexander Chance. P
LONDONDERRY—Charles Edward Lewis. C
TYRONE, East—William James Reynolds. P

LEGAL APPOINTMENTS.

Mr. HENRY WATSON PARKER, solicitor (of the firm of Parker, Garrett, & Parker), of Rectory House, St. Michael's-alley, Cornhill, vice-president of the Incorporated Law Society, has been elected President of that society for the ensuing year. Mr. Parker was admitted a solicitor in 1853.

Mr. HENRY MARKBY, solicitor (of the firm of Markby & Stewart), of 57, Coleman-street, has been elected Vice-President of the Incorporated Law Society for the ensuing year. Mr. Markby was admitted a solicitor in 1853.

Mr. GEORGE FREDERICK POLLOCK, barrister, who has been appointed Queen's Remembrancer on the resignation of his elder brother, Sir Frederick Pollock, Bart., is the third son of Lord Chief Baron Sir Frederick Pollock, and was born in 1821. He was called to the bar at the Inner Temple in Trinity Term, 1843, and he formerly practised on the Northern Circuit. He was appointed a master of the Court of Exchequer in 1844, and he is now senior master of the Supreme Court.

Mr. HENRY STALLARD, barrister, has been elected a Bencher of the Middle Temple.

Mr. THOMAS WILLIAM MARCHANT, solicitor (of the firm of Marchant & Benwell), of 8, George-yard, Lombard-street, and of Deptford, has been elected President of the Kent Law Society for the ensuing year. Mr. Marchant was admitted a solicitor in 1858. He is vestry clerk of the parish of St. Paul, Deptford.

Mr. JOHN THOMAS CARRANE, solicitor, of Wellington and Hadley, has been appointed Solicitor to the Wellington Permanent Building Society. Mr. Carrane was admitted a solicitor in 1879.

Mr. GEORGE ROSE INNES, jun., solicitor (of the firm Rose Innes, Son, & Crick), of Billiter-square-buildings, one of the under-sheriffs of London and Middlesex, has been appointed by Lieutenant-Colonel Kirby, Sheriff-Elect, to fill the same office for the ensuing year. Mr. Innes is the son of Mr. George Rose Innes, solicitor. He was admitted a solicitor in 1862. He is a common councilman for Aldgate Ward, and he has filled the office of chairman of the City of London Commission of Sewers.

Mr. WALTER RANDALL LOMER, solicitor (of the firm of Walter A. Lomer & Son), of Southampton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Lomer was admitted in 1874.

Mr. WM. NEGUS, Solcitor, of No. 67, Lincoln's-inn-fields, has been appointed a Commissioner for the State of New York for the Acknowledgment of Deeds and the taking of Oaths and Affirmations.

OBITUARY.

THE HON. EDWARD ROMILLY.

The Hon. Edward Romilly, one of the masters of the Supreme Court, died at Folkestone on the 12th inst. Mr. Romilly was the second son of the first Lord Romilly, his mother having been the daughter of the Right Rev. William Otter, D.D., Bishop of Chichester, and was born in 1838. He was educated at Caius College, Cambridge, where he graduated as fourteenth wrangler in 1861. He was called to the bar at Gray's-inn in Hilary Term, 1864, and he formerly practised in the Court of Chancery. In 1864 he was appointed by his father to the office of Clerk of Records and Writs in Chancery, and since the abolition of that office he has been a master of the Supreme Court. Mr. Romilly was married in 1871 to the daughter of the Very Rev. Morgan Cowie, Dean of Exeter, but he became a widower in 1880. He leaves one daughter.

It is stated that on Wednesday a barrister had just finished making an application to the Master of the Rolls when the back of his gown was observed to be smouldering. On the gown being hastily removed a dense volume of smoke burst forth, and it became evident that a serious conflagration was proceeding in the learned gentleman's coat tails. After apologizing to the bench, the learned counsel was compelled to divest himself of his coat, and hurried out of court in his shirt sleeves.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.
LONG VACATION, 1886.

NOTICE.

During the Vacation until further Notice:—All applications which may require to be immediately or promptly heard are to be made to the Judges who for the time being shall act as Vacation Judges.

One of the Vacation Judges will sit in the Lord Chancellor's Court, Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 18th of August, until further notice, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.

The necessary Papers relating to every application made to the Vacation Judges (see notice as to Judge's Papers) are to be left with, or addressed (under cover marked outside Chancery Vacation Papers) to, the Cause Clerk in attendance, Chancery Registrars' Chambers (Room 136), Royal Courts of Justice, before 1 o'Clock on the Monday previous to the day on which the application is intended to be made.

In any case of great urgency the Brief of Counsel is to be sent to the Judge by book-post, or parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the Order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

The address of the judge for the time being acting as Vacation Judge in the Chancery Division can be obtained on application at the Chancery Registrar's Chambers.

The Chambers of Mr. Justice Kay will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 11 to 1 o'clock. One of the Vacation Judges will, until further notice, attend at 10.30 a.m. on Wednesday in every week, commencing on the 18th August, at the above Chambers (Room No. 297), to dispose of any Summonses which may be adjourned to the Judge.

JUDGES' PAPERS.

The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Royal Courts of Justice (Room 136), on or before the Monday previous to the day on which the application to the Judge is intended to be made:—

1.—Counsel's Certificate of Urgency, or Note of Special Leave granted by the Judge.

2.—Two Copies of Writ and two Copies of Pleadings (if any), and any other documents shewing the nature of the application.

3.—Two Copies of Notice of Motion.

4.—Office Copy Affidavits in support with Exhibits, and also the Affidavits in answer, if any filed.

N.B.—Solicitors are requested when the application has been disposed of to apply at once to the Judge's Clerk in Court for the return of their Papers.

NOTICE TO SOLICITORS.

On Tuesday, the 17th August, and on the same day in every succeeding week during the Vacation, the Registrar in attendance will see Solicitors requiring alterations necessary in orders to be acted on by the Paymaster; but the Order, and any necessary Papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1884, should be left at his Seat not later than 12 o'clock on the previous day.

LEGAL NEWS.

The first cases under the Act passed last session, the object of which is to enable deserted wives to summon their husbands for maintenance without the intervention of the Poor Law Guardians, were heard at Longton, Staffordshire, on the 19th inst. The prosecuting solicitor described the Act as a most beneficial one, the provisions of which could not be too widely known in the interests of married women. Hitherto deserted wives had hesitated to take proceedings from the degrading necessity of throwing themselves on the parish, but this necessity no longer existed. In the cases before the court, desertion having been proved, orders were made in one case of 5s., and the other of 10s. per week.

"It is seldom," says the *Pall Mall Gazette*, "that the devices of malingering jurymen prove successful. Courts of justice have learned by long experience to brutally trample on conscientious scruples and to bravely face the danger of men sitting in their midst whose families are suffering from every species of malignant disease, and at this point the cunning of jurors seemed to have come to an end. Now, however, a new method of evading the necessity of trying a case has been practised with some effect. At one of the assizes on Wednesday, an individual swaggered into court and took a seat without removing his hat. The officials shouted 'Order,' and 'Hats off,' but no notice was taken. Then the man with the covered head was personally requested by the clerk to remove his obnoxious garment, and on his refusal he was laid hold of by two warders and escorted to the door. He did not appear to feel the disgrace, and as he left the building he presented his ejectors with a document which turned out to be a summons to serve on a jury. The trick was clever and original, but it will scarcely bear repetition."

At the Clerkenwell Police-court, on the 15th inst., says the *Times*, Edward Crammond, of 15, Adelaide-road, Shepherd's-bush, was summoned by the Incorporated Law Society for having unlawfully represented himself to one Joseph Cannon to be a solicitor. Mr. C. O. Humphreys, solicitor, prosecuted. He said the proceedings had been instituted by the society in consequence of their having received information that the defendant had been acting as a solicitor at a time when he was not duly qualified, he not then having a certificate. The facts of the case were, Mr. Humphreys said, that, in August last year, the defendant was introduced to the complainant as a solicitor and signed an agreement with him to conduct a divorce case in the High Court between Cannon and his wife. He undertook to procure counsel and see the cause through for the sum of £15, to be paid in three instalments at various stages of the proceedings. On the 25th of August, however, the agreement was varied, and the fees were raised to £20, the whole of which was paid over by the complainant, who had the defendant's receipts for the money. On the 1st of June this year—the date to which the summons referred—the complainant met the defendant, who said he required £4 more for legal expenses. This demand raised doubts on the part of the complainant as to the professional qualification of the defendant, and he communicated with the Law Society. The complainant, Joseph Cannon, a builder, of Buckingham-street, King's-cross, was called, and stated that a man named Clark introduced the defendant to him as a solicitor, and the defendant represented himself to him as a practising solicitor. Witness said to him, "I suppose you are a solicitor in practice; have you ever had these cases in hand?" and the defendant replied, "Yes, I have had several." Clark, who introduced the defendant to the complainant, was called, and said he understood at the time (August last) that the defendant, whom he had known for four years, was a fully qualified solicitor, and he believed so from what the defendant himself had told him. The defendant promised him money at the time of the introduction. The defendant denied that he represented himself to be a solicitor. Mr. Humphreys read a number of letters which had passed between the parties, which, he said, shewed beyond doubt that the defendant set himself up as a solicitor and did work which could only be done by a qualified man. The defendant had been on the rolls, but ceased to take out a certificate in June, 1880; but, under an order of the Master of the Rolls, he believed a certificate was taken out by the defendant after the summons was served. Mr. Barstow said he believed that the defendant had, both directly and indirectly, acted as a solicitor when not eligible, and had received money for doing the work of a solicitor. The facts had been clearly proved; and the case was a very gross one. He ordered the defendant to pay a fine of £10 and £2 4s. costs; in default of distress, one month's imprisonment.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., July 26	Mr. Koe	Mr. Leach	Mr. Pemberton	Mr. Lavie
Tuesday ... 27	Clowes	Beal	Ward	Pugh
Wednesdy. 28	Jackson	Leach	Pemberton	Lavie
Thursday .. 29	Carrington	Beal	Ward	Pugh
Friday 30	Pugh	Leach	Pemberton	Lavie
Saturday .. 31	Lavie	Beal	Ward	Pugh

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.
Monday, July 26	Mr. King	Mr. Carrington	Mr. Clowes
Tuesday 27	Farrer	Jackson	Koe
Wednesday 28	King	Carrington	Clowes
Thursday 29	Farrer	Jackson	Koe
Friday 30	King	Carrington	Clowes
Saturday 31	Farrer	Jackson	Koe

COMPANIES.

WINDING-UP NOTICES.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BARON LIEBIG'S COCOA AND CHOCOLATE WORKS, LIMITED.—By an order made by North, J., dated June 26, it was ordered that the works be wound up. Musgrave, Gresham st, solicitor for the petitioner

BLUMBERG AND COMPANY, LIMITED.—Kay, J., has fixed July 27 at 12, at his chambers, for the appointment of an official liquidator

CHARLES S. CAMPBELL AND CO., LIMITED.—Petition for winding up, presented July 14, directed to be heard before Chitty, J., on Saturday, July 24. Foss and Ledsam, Abchurch lane, solicitors for the petitioner

G. E. FRODSHAM AND COMPANY, LIMITED.—Chitty, J., has, by an order dated July 9, appointed Frederick Whinney, 6, Old Jewry, to be official liquidator

OLIVER AND COMPANY, LIMITED.—Creditors are required, on or before Aug 30, send their names and addresses, and the particulars of their debts or claims, to Roderick Mackay, 3, Lothbury. Tuesday, Nov 2 at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, July 16.]

ÆOLUS WATERSPRAY AND GENERAL VENTILATING COMPANY, LIMITED.—By an order made by Kay, J., dated July 10, it was ordered that the company be wound up. Roy and Cartwright, Lothbury, solicitors for the petitioner

BURN AND COMPANY, LIMITED.—Petition for winding up, presented July 17, directed to be heard before Bacon, V.C., on Saturday, July 31. Janson and Co, Finsbury circus, solicitors for the petitioner

MACHEN IRON AND TIN PLATE COMPANY, LIMITED.—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to William Turquand, 44, Coleman st. Thursday, Nov 4 at 12, is appointed for hearing and adjudicating upon the debts and claims

READ, BROOKS, AND COMPANY, LIMITED.—By an order made by Chitty, J., dated July 3, it was ordered that the company be wound up. Behrend, Bucklersbury, solicitor for the petitioner

[*Gazette*, July 20.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

MILNROW CO-OPERATIVE SPINNING AND MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented July 19, directed to be heard before Bristowe, V.C., at St George's Hall, Liverpool, on Tuesday, Aug 3 at 10.30. Standring and Taylor, Rochdale, solicitors for the petitioner

[*Gazette*, July 20.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP 36.
LAST DAY OF CLAIM.

BABINGTON, STEPHEN PEILE, Margaret st, Cavendish sq, Esq. Sept 1. Walker and Co, Theobald's rd

BISHOP, BENJAMIN, Birmingham, Brassfounder. Aug 7. Smith and Co, Birmingham

DE MARTELLY, ALFONSE ALFRED AMBROSE, Beatrice rd, Stroud Green, Wine Merchant. Sept 11. Aston, Gresham House, Old Broad st

DONALDSON, HANNAH SINCLAIR, St Leonard's on Sea. Aug 20. Hyde and Co, Ely pl

EDWARDS, JOHN, jun, Croydon, Surrey, Gent. Aug 23. Rowland, Croydon

EMERY, SAMUEL, Wolverhampton, Lock Manufacturer. Sept 30. Colebourn, Wolverhampton

FINNIS, RICHARD, Worthing, Shoemaker. Aug 31. Holmes, Worthing

FRANKLIN, AUGUSTUS WILLIAM, Radnor st, Chelsea. Aug 10. Webb and Co, Queen Victoria st

FREEMAN, ELIZABETH MILBANK, Penge, Surrey. July 31. Tarn, Philpot lane, Fenchurch st

GABRIEL, FRANCES MARGARET, Calne, Wilts. Aug 10. Gabriel, Lincoln's inn fields

GILPIN, REV ALFRED, Southsea, Hants. Sept 1. Binsteed and Prior, Portsmouth

GOWLAND, ROBERT, Ogleforth, York, Gent. Sept 13. Dent, York

HICKFORD, JAMES JOHN, Bishopsgate st Within, Wine Merchant. Aug 21. May, Bishopsgate st

HODGKINSON, JAMES, Wolverhampton, Gent. Aug 2. Manby and Son, Wolverhampton

JOSLIN, JAMES, Brandenburgh rd, Gunnersbury, Pawnbroker. Sept 29. Hamlin and Co, Staple inn, Holborn

MINICH, STEFANO PAULO, Fenchurch st, Shipbroker. Aug 7. Greening, Fenchurch st

NOLLOTH, HARRIETT CHANNING, Belsize rd, South Hampstead. Aug 30. Smith and Co, Aldermanbury

PATTERSON, ISABELLA, Newcastle upon Tyne, Provision Dealer. Aug 18. Stewart, Newcastle upon Tyne

PEARCE, EDWARD, Limehouse causeway, Ginger Beer Manufacturer. Aug 11. Howard and Shelton, Tower chbrs, Moorgate

PRITCHARD, JANE, Shrewsbury, Salop. Aug 2. Morris and Sons, Shrewsbury

RICHARDSON, CLARA MIRIAM, St Leonard's rd South, Bromley. Aug 9. Marsh, Fen ct, Fenchurch st

STROUD, ALFRED WILLIAM, Highbury Grange, Islington, Gent. Aug 20. Price and Son, Walbrook

TELFER, JAMES SOMERVILLE, Harley rd, Esq. Aug 6. Harris, Bishopsgate churchyard

THOMAS, HUGH THOMAS, Tenby, Pembroke, Grocer. Aug 3. Lock, Tenby

TROTH, WILLIAM, Sheffield, Gent. Sept 1. Fretson and Son, Sheffield

TURNER, THOMAS, Upper Park pl, Dorset sq, Corn Merchant. Aug 30. Smith and Co, Aldermanbury

VILLEBOIS, HENRY, Marham, Norfolk, Esq. Aug 7. Arnold White, Great Marlborough st

WALLORS, LUCY, Codsall, Stafford. Sept 30. Colebourn, Wolverhampton

WEEDEN, WILLIAM, Stratton st, Piccadilly. Aug 11. Howard and Shelton, Tower chbrs, Moorgate

WHITTAKER, MARY ANN, Ramsbottom, Lancaster. Sept 1. Woodcock and Sons, Haslingden

WISE, JOHN, Redlands, nr Reading, Esq. Aug 14. Earle, and Co, Manchester

YEO, ROBERT, Tooting, Surrey, Esq. Sept 1. Saxton and Morgan, Somerset st, Portman sq

[*Gazette*, July 9.]

ASHWORTH, JULIA ELIZABETH, Warwick st, Pimlico. Aug 19. Truefitt and Gane, Bishopsgate st Within

BATEMAN, JOHN JOSEPH, Birmingham, Auctioneer. Aug 9. Saunders and Bradbury, Birmingham

BOURN, JAMES, Vale of Health, Hampstead, Gent. Aug 13. Gibbs, Bath

BROCHNER, THEODOR, Sutton, York, Esq. Aug 21. Holden and Co, Hull

BROOKE, JAMES, Leeds, Butcher. Sept 1. Walter Harland, Leeds

BROOKS, JOSEPH, Oldham, Lancaster, Brickmaker. July 21. Bradbury, Ashton under Lyne

BRYANT, ANN, Yatton, Somerset. Aug 10. Chapman, Weston super Mare

BURMAN, WILLIAM JOHNSON, Barton upon Humber, Lincoln, Maltster's Manager. Sept 8. Mason, Barton upon Humber

COODE, FRANCES, Oriental st, East India rd. Aug 23. Monckton and Co, Lincoln's inn fields

COURTENAY, ELIZABETH LEFROY, Worthing, Sussex. Aug 10. Law and Co, New sq, Lincoln's inn

DAVIS, WILLIAM, Rowley Regis, Stafford, Gent. Aug 9. Davies, Dudley

DUMBRILL, JOHN NEVILLE, Eastbourne, Gent. Aug 26. Hillman, Lewes

DUNSTER, WILLIAM HILLIARD, Henrietta st, Cavendish sq, Solicitor. Aug 20. Dunster and Chapman, Henrietta st, Cavendish sq

GIBBONS, ROBERT, Newington causeway, Gent. Sept 10. Mee, Gt Winchester st, Old Broad st

GUITRIDGE, MARY, Brierley Hill, Stafford. Aug 9. Watts and Jobson, Dudley

HILLYARD, THOMAS, Monkwell st, Wood st, Coffee house Keeper. Aug 15. Crowdy and Co, Serjeants' inn, Fleet st

JACKSON, ROBERT, Huddersfield, Woollen Merchant. Aug 7. Learoyd and Co, Huddersfield

JAMES, WILLIAM, Weston super Mare, Gent. Aug 9. Kearsey and Co, Old Jewry

JONES, WILLIAM, Greenwich, Kent, Esq. Aug 10. Williams and James, Norfolk House, Thames Embankment

LAWRENCE, MARTHA, Newby pl, Poplar. Aug 10. Wells, Paternoster row

LEWIS, TIMOTHY RICHARDS, Bywood, Woolstone, Southampton, Esq. Sept 30. Crosse and Sons, Lancaster pl, Strand

MEREST MARIA DOWDING BILLINGTON, St Helens, Isle of Wight. Sept 10. Ratcliffe, Ryde

MORGAN, ARTHUR, Pontypool, Monmouth, Solicitor. Aug 17. Webb, Pontypool

MORLEY, JOHN, Barton upon Humber, Surgeon. Aug 2. Morley, Cheapside

NORFOLK, Most Noble AUGUSTA MARY MINNA CATHERINE, Duchess Dowager of, Uckfield, Sussex. Aug 31. Few and Co, Surrey st, Strand

PINE, JOHN, Maidstone. Aug 10. Ellis, Maidstone

SHIPLEY, EMMA, Aston juxta Birmingham. July 31. Ansell and Ashford, Birmingham

SPALDING, BENJAMIN, Melton, Suffolk, Gent. Sept 1. Moor, Woodbridge

WEBB, WILLIAM LLOYD, Birmingham, Gent. Aug 7. Henry Barber, Birmingham

WOOD, GEORGE, Fairfield, nr Buxton, Derby, Yeoman. Aug 1. Taylor and Brown, Buxton

[*Gazette*, July 13.]

SALES OF ENSUING WEEK.

July 28.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 2 p.m., Ground-rents (see advertisement, July 10, p. 4).

July 28.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Building Land and Leasehold Property (see advertisement, this week, p. 3).

July 28.—Messrs. ELLIS MORRIS, SUTHERLAND, & Co., at the Mart, at 2 p.m., Reversions (see advertisement, this week, p. 3).

July 30.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Properties (see advertisement, this week, p. 4).

MARRIAGE.

SALVESON—TRAYNER.—July 20, at Edinburgh, Edward Theodore Salveson, advocate, Edinburgh, to Isabelle Georgine Maxwell, daughter of Lord Trayner, one of the Senators of the College of Justice.

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.

FURNISH ON NORMAN & STACEY'S HIRE PURCHASE SYSTEM; No Deposit; 1, 2, or 3 years; 60 wholesale firms. Offices, 79, Queen Victoria-street, E.C. Branches at 121, Pall Mall, S.W., and 9, Liverpool-street, E.C.—[ADVT.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.
FRIDAY, July 16, 1886.
RECEIVING ORDERS.

Atherton, Ann, Margaret Caldwell, James Atherton, Sarah Ann Morant, Joseph Atherton, and George Atherton, Horwich, Lancashire, Cotton Spinners. Bolton. Pet July 13. Ord July 13. Exam Aug 16 at 11

Barwick, William, Camberwell rd, Camberwell, Job Master. High Court. Pet June 28. Ord July 13. Exam Aug 4 at 11.30 at 34, Lincoln's inn fields

Brayley, Edward, Lansdown House, nr Bath, Breeder. Bath. Pet June 30. Ord July 12. Exam Aug 5 at 11.30

Brown, William Thomas, Langdon rd, Junction rd, Upper Holloway, Carman. High Court. Pet July 12. Ord July 12. Exam Aug 20 at 11 at 34, Lincoln's inn fields

Chambers, Thomas, Grantham, Hatter. Nottingham. Pet July 12. Ord July 12. Exam Aug 10

Clarke, Thomas, Burton on Trent, Painter. Burton on Trent. Pet July 13. Ord July 13. Exam Aug 19 at 1

De Backer, Lievin, Gt Windmill st, St James's, Wine Merchant. High Court. Pet July 12. Ord July 12. Exam Aug 20 at 11 at 34, Lincoln's inn fields

Dyson, John Edwin, East Ardsley, Yorks, Druggist. Wakefield. Pet July 14. Ord July 14. Exam Aug 5

Evans, John Richard, Llanelian, Denbighshire, Farmer. Bangor. Pet July 10. Ord July 10. Exam Sept 2 at 11 at the Court house, Bangor

Fey, William, East Stonehouse, Devon, Draper. East Stonehouse. Pet July 13. Ord July 13. Exam Aug 4 at 11

Galilee, J. R., Leadenhall st, Merchant's Clerk. High Court. Order made under section 103. Ord July 10. Exam Aug 20 at 11 at 34, Lincoln's inn fields

Greenwood, Richard, Birstall, Yorks, Contractor. Bradford. Pet July 8. Ord July 12. Exam Aug 3

Harris, Aaron, Liverpool, Clothier. Liverpool. Pet July 12. Ord July 12. Exam July 26 at 11 at Court house, Government bldgs, Victoria st, Liverpool

Hines, Fanny, Blackpool, Goods Dealer. Preston. Pet July 5. Ord July 12. Exam Aug 6

Hooper, Charles, Ashton under Lyne, Grocer. Ashton under Lyne and Stalybridge. Pet June 29. Ord July 14. Exam Aug 5

Hughes, Herbert Mainwaring Vaughan, address unknown. High Court. Pet May 1. Ord July 14. Exam Aug 20 at 11.30 at 34, Lincoln's inn fields

Jackson, Julius, Liverpool, Financial Agent. Liverpool. Pet June 19. Ord July 13. Exam July 26 at 12 at Court house, Government bldgs, Victoria st, Liverpool

James, William, Nanthir Garw Valley, Glamorganshire, Grocer. Cardiff. Pet July 12. Ord July 12. Exam Aug 10 at 2

Jones, Elizabeth Jane, and Alice Richards, Cardiff, Grocers. Cardiff. Pet July 9. Ord July 9. Exam Aug 10 at 2

Kirby, John, Woodhurst rd, Acton, Builder. Brentford. Pet July 13. Ord July 13. Exam Sept 7 at 2

Kruger, Simon David, Bootle, Lancashire, Photographer. Liverpool. Pet July 12. Ord July 12. Exam July 26 at 12 at Court house, Government bldgs, Victoria st, Liverpool

Loving, John, East Southsea, Grocer's Manager. Portsmouth. Pet July 9. Ord July 10. Exam July 26

Mattick, Septimus John Dovell, Radstock, Somerset, Machine Proprietor. Frome. Pet July 10. Ord July 12. Exam July 27 at 12

Miller, Matthew, Manchester, Commission Agent. Manchester. Pet June 22. Ord July 9. Exam Aug 6 at 2

Myers, George, Sheffield, Designer. Sheffield. Pet July 13. Ord July 13. Exam Aug 15 at 11.30

Orwin, Wilson James, Newcastle on Tyne, Corn Dealer. Newcastle on Tyne. Pet July 10. Ord July 14. Exam July 27

Pannell, Elizabeth, Manchester, Dressmaker. Manchester. Pet July 13. Ord July 13. Exam Aug 6 at 2

Pryce, Charles, Caledonian rd, Islington, Provision Merchant. High Court. Pet May 3. Ord July 10. Exam Aug 20 at 11 at 34, Lincoln's inn fields
Robotham, Elizabeth, Wolverhampton, Boot Dealer. Wolverhampton. Pet July 13. Ord July 13. Exam July 27
Sanderson, John, Retford, Nottinghamshire, Innkeeper. Lincoln. Pet July 12. Ord July 12. Exam July 27 at 2.30
Saunders, Henry, New Sleaford, Lincolnshire, Coachmaker. Boston. Pet July 12. Ord July 12. Exam Aug 5 at 2
Scott, James, Workington, Cumberland, Innkeeper. Cockermouth and Workington. Pet June 29. Ord July 12. Exam July 29 at 11 at Court house, Cockermouth
Sheldon, William, Wolverhampton, Grocer. Wolverhampton. Pet July 12. Ord July 13. Exam July 27
Smith, Mary Ann, Birstal, Yorks, Widow. Dewsbury. Pet June 29. Ord July 12. Exam Aug 17
Thomas, Erastus, Blaenllechan, Glamorganshire, Butcher. Pontypridd. Pet June 28. Ord July 12. Exam Aug 3 at 2
Till, Josiah, Nottingham, Electrician. Nottingham. Pet July 13. Ord July 13. Exam Aug 10
Van Hoorn, Gerhard Hermann, and Ernst August Niemeyer, Christchurch rd, Streatham, Merchants. High Court. Pet July 13. Ord July 13. Exam Aug 20 at 11 at 34, Lincoln's inn fields
Vaughan Brothers, Sheffield, Charcoal Manufacturers. Sheffield. Pet July 10. Ord July 12. Exam July 29 at 11.30
Viret, Edward Sydney, Gt Castle st, Regent st, no occupation. High Court. Pet July 12. Ord July 12. Exam Aug 20 at 11 at 34, Lincoln's inn fields
Vivian, John Stephens, Falmouth, Draper. Truro. Pet July 12. Ord July 12. Exam Aug 7 at 11.30
Welch, James, Catherine st, Strand, Printer. High Court. Pet July 9. Ord July 10. Exam Aug 13 at 11 at 34, Lincoln's inn fields
Whalley, James, Skelmersdale, Lancashire, Farmer. Liverpool. Pet July 12. Ord July 12. Exam July 26 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Wilson, James, Manchester, Fire Brick Manufacturer. Blackburn. Pet July 12. Ord July 12. Exam July 27 at 11.30 at Court house, Blackburn
Winspear, Robert Garbutt, Knayton, nr Thirsk, Yorks, Farm Labourer. Northallerton. Pet July 10. Ord July 12. Exam July 19
Wright, Alfred, Wolverhampton, Dealer in Pigs. Wolverhampton. Pet July 13. Ord July 13. Exam July 27

FIRST MEETINGS.

Bird, Emma, Nantwich, Cheshire, Milliner. Aug 4 at 10. 152, Hospital st, Nantwich
Brayley, Edward, Lansdown House, nr Bath, Breeder. Aug 5 at 11. R H Moore, High Bailiff, County Court, Bath
Carmalt, Carleton, Rhyl, Flintshire, Plumber. July 23 at 1. Star Cocoa House, Rhyl
Clarke, Thomas, Burton on Trent, Painter. July 26 at 2.30. White Hart Hotel, Burton on Trent
Cuffe, Maurice Sherard Oscar, Leamington rd villas, Westbourne pk, Stockbroker. July 27 at 11. 33, Carey st, Lincoln's inn
Ede, George Steer, Worthing, Greengrocer. July 26 at 12. Official Receiver, 39, Bond st, Brighton
Evans, John Richard, Llanelian, Denbighshire, Farmer. July 23 at 3.30. Junction Hotel, Llandudno Junction
Fey, William. East Stonehouse, Devon, Draper. July 27 at 11. Official Receiver, 18, Frankfort st, Plymouth
French, Joseph, Fareham, Hants, Coal Merchant. July 26 at 3. 166, Queen st, Portsea
Haigh, Benjamin, Burnley, Weaver. July 26 at 2.30. Official Receiver, 33, Carey st, Lincoln's inn
Harris, Aaron, Liverpool, Clothier. July 27 at 2. Official Receiver, 35, Victoria st, Liverpool
Hickey, Andrew, Birkenhead, Mineral Water Manufacturer. July 30 at 2. Official Receiver, 48, Hamilton sq, Birkenhead
Hines, Fanny, Blackpool, Fancy Goods Dealer. July 23 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Hooper, Charles, Ashton under Lyne, Grocer. July 28 at 2. Official Receiver, Townhall chbrs, Ashton under Lyne
Kemp, William, West Pickering, Yorks, Locomotive Foreman. July 23 at 11.30. Official Receiver, 74, Newborough st, Scarborough
Lam, Max Charles, Cheetham, Manchester, Commission Agent. July 23 at 11.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Loving, John, East Southsea, Hants, Grocer's Manager. July 26 at 4. 166, Queen st, Portsea
Mattick, Septimus John Dovell, Radstock, Somerset, Machine Proprietor. July 26 at 3.30. Official Receiver, Bank chbrs, Bristol
Nicholls, Jonathan, Chapel st, Park lane, Butler. July 23 at 12. 33, Carey st, Lincoln's inn
Orwin, Wilson James, Newcastle on Tyne, Corn Dealer. July 28 at 11. Official Receiver, Pink lane, Newcastle on Tyne
Parnell, Elizabeth, Manchester, Dressmaker. July 27 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Pickthall, William, Preston Patrick, Westmorland, Farmer. July 24 at 10. Official Receiver, 37, Stramongate, Kendal
Price, Albert, Brockhurst, Salop, Grocer. Aug 16 at 11. Law Society, Talbot chbrs, Shrewsbury
Robotham, Elizabeth, Wolverhampton, Boot Dealer. July 27 at 10. Official Receiver, St Peter's close, Wolverhampton
Shaw, Jane, Dewsbury, Yorks, Widow. July 23 at 3. Official Receiver, Bank chbrs, Batley
Sheldon, William, Wolverhampton, Grocer. July 27 at 11. Official Receiver, St Peter's close, Wolverhampton
Solomon, Percy Levi, West Bromwich, Staffordshire, Fancy Draper. July 26 at 10.30. Court house, Oldbury
Thomas, Erastus, Blaenllechan, Glamorganshire, Butcher. July 26 at 12. Official Receiver, Merthyr Tydfil
Williams, Evan, Aberdare, Grocer. July 23 at 12. Official Receiver, Merthyr Tydfil
Wilson, James, Manchester, Firebrick Manufacturer. July 26 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Winspear, Robert Garbutt, Knayton, nr Thirsk, Yorks, Farm Labourer. July 23 at 3. Strickland's Railway Hotel, Thirsk Junction
Woodman, William, Newport, Mon, Grocer. July 24 at 11. Official Receiver, Newport, Mon
Wolters, Heinrich Lucien, Tower Royal, Commission Agent. July 28 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Wright, Alfred, Sedgley, Staffordshire, Dealer in Pigs. July 27 at 12. Official Receiver, St Peter's close, Wolverhampton

The following amended notice is substituted for that published in the London Gazette of July 9.

Morris, Joseph George, and Thomas Henry Morris, Dudley, Worcestershire, Cab Proprietors. July 24 at 11.30. Dudley Arms Hotel, Dudley

The following amended notice is substituted for that published in the London Gazette of July 2.

Robinson, George William, West Bromwich, Staffordshire, out of business. July 26 at 10.45. Court house, Oldbury

ADJUDICATIONS.

Ashby, William, St Albans, Herts, Builder. St Albans. Pet June 15. Ord July 13
Bayfield, Joseph Freeman, Lowestoft, Watchmaker. Gt Yarmouth. Pet June 19. Ord July 14
Beale, Bernard Griffin, Union grove, Clapham, Gent. Wandsworth. Pet May 3. Ord July 12
Bird, Emma, Nantwich, Cheshire, Milliner. Nantwich and Crewe. Pet July 9. Ord July 14
Brooks, Frances, King's Lynn, Dealer in Fancy Goods. King's Lynn. Pet July 3. Ord July 12
Burrill, Thomas, Newcastle on Tyne, Insurance Agent. Newcastle on Tyne. Pet July 10. Ord July 12
Burrows, John, Whitby, Grocer. Stockton on Tees and Middlesborough. Pet June 23. Ord July 13
Carmalt, Carleton, Rhyl, Flint, Plumber. Bangor. Pet July 8. Ord July 12
Crossley, Fred, and William Lamb, Ossett, Yorks, Engineers. Dewsbury. Pet July 5. Ord July 13
Davies, John Rees, Ynysbwl, nr Pontypridd, no occupation. Pontypridd. Pet July 6. Ord July 12
Downes, John, Birmingham, Engineer. Birmingham. Pet June 16. Ord July 13
Durant, George, and Elliott Baxter Hedley, Boston, Lincolnshire, Auctioneers. Boston. Pet Apr 21. Ord July 14
Foreman, Thomas Henry, Tonbridge, Kent, Cattle Salesman. Tonbridge Wells. Pet June 19. Ord July 13
French, Joseph, Fareham, Hants, Coal Merchant. Portsmouth. Pet June 3. Ord July 13
Greenwood, Richard, Birstall, Yorks, Contractor. Bradford. Pet July 8. Ord July 12
Griffiths, Griffith, Carmarthen, Farmer. Aberystwith. Pet June 3. Ord July 12
Jones, Elizabeth Jane, and Alice Richards, Cardiff, Grocers. Cardiff. Pet July 9. Ord July 13
Jones, William, Llanwnda, Carnarvonshire, Farmer. Bangor. Pet June 25. Ord July 14
Knight, Frederick William, Lower Addiscombe rd, Croydon, Ironmonger. Croydon. Pet May 11. Ord July 9
Lam, Max Charles, Cheetham, Manchester, Commission Agent. Salford. Pet July 9. Ord July 13
Loving, John, East Southsea, Grocer's Manager. Portsmouth. Pet July 9. Ord July 10
Lumb, David Henry, Dewsbury, Yorks, Joiner. Dewsbury. Pet June 28. Ord July 13
Morris, Abraham, Westgate, Bradford, Grocer. Bradford. Pet July 8. Ord July 14
Pannell, Elizabeth, Manchester, Dressmaker. Manchester. Pet July 13. Ord July 13
Phippen, Alexander Thomas, Bradford, Yorks, Grocer. Bradford. Pet June 28. Ord July 14
Poulter, Robert, High st, Peckham, Cab Proprietor. High Court. Pet May 4. Ord July 14
Riley, Alfred James, jun, Liverpool, Boot Dealer. Liverpool. Pet June 26. Ord July 14
Roberts, Walter, Barnes Common, Wharfinger. High Court. Pet June 11. Ord July 13
Sanderson, John, Retford, Notts, Innkeeper. Lincoln. Pet July 12. Ord July 12
Stemson, George Carter, Exeter, Tailor. Exeter. Pet June 28. Ord July 13
Stokes, William Bernhard, Bishopsgate st Within, Merchant. High Court. Pet April 28. Ord July 12
Toft, Lars, West Smithfield, Cattle Salesman. Newcastle on Tyne. Pet June 22. Ord July 12
Townsend, Robert, Sparkbrook, Birmingham, Barman. Birmingham. Pet July 8. Ord July 13
Thomas, Erastus, Blaenllechan, Glam, Butcher. Pontypridd. Pet June 28. Ord July 15
Uyterlimmege, Hubert Paul Vos, Liverpool, Wine Merchant. Liverpool. Pet June 21. Ord July 14
Vaughan, Sydney, and Charles Ernest Vaughan, Sheffield, Charcoal Makers. Sheffield. Pet July 10. Ord July 13
Viret, Edward Sydney, Gt Castle st, Regent st, no occupation. High Court. Pet July 12. Ord July 12
Wainhouse, Samuel, and John Shackleton Wainhouse, Bradford, Commission Agents. Bradford. Pet June 28. Ord July 14
Whalley, James, Skelmersdale, Lancs, Farmer. Liverpool. Pet July 12. Ord July 12
Winspear, Robert Garbutt, Knayton, nr Thirsk, Yorks, Farm Labourer. Northallerton. Pet July 10. Ord July 12
Wright, Alfred, Wolverhampton, Dealer in Pigs. Wolverhampton. Pet July 13. Ord July 14

TUESDAY, July 20, 1886.

RECEIVING ORDERS.

Allen, Fred, Ellesmere, Shropshire, Nurseryman. Wrexham. Pet June 16. Ord July 15. Exam July 24 at 12
Ashley, Henry George Douglas, Nottingham, out of business. Nottingham. Pet July 17. Ord July 17. Exam Aug 10
Banwell, Edwin, Pontywain, Mon., Grocer. Newport, Mon. Pet July 15. Ord July 15. Exam July 29 at 11
Baswitz, Hermann, Manchester avenue, Aldersgate st, Mantle Manufacturer. High Court. Pet July 16. Ord July 16. Exam Aug 27 at 11 at 34, Lincoln's inn fields
Bennell, Edmund, Radnage, Buckinghamshire, Farmer. Aylesbury. Pet July 16. Ord July 16. Exam Aug 4 at 11.30 at County hall, Aylesbury
Bevan, Rowland Tucker, Cardiff, Ironmonger. Cardiff. Pet July 15. Ord July 15. Exam Aug 10 at 2
Braybrooke, James, Manchester, Merchant. Manchester. Pet June 30. Ord July 17. Exam Aug 4 at 12
Butterworth, Edmund, Radcliffe, Lancashire, Stonemason. Bolton. Pet July 15. Ord July 15. Exam Aug 16 at 11.30
Corby, William, Weston Favell, Northamptonshire, Blacksmith. Northampton. Pet July 13. Ord July 13. Exam Aug 10
Daroes, Peter William, Manchester, Tailor. Manchester. Pet July 15. Ord July 15. Exam Aug 6 at 2
Edwards, Edwin Thomas, Broadway, Hammersmith, Wine Merchant. High Court. Pet June 21. Ord July 17. Exam Aug 27 at 12 at 34, Lincoln's inn fields
Firth, Seth, Leeds, Grocer. Leeds. Pet July 15. Ord July 15. Exam Aug 10 at 11
Fry, James, Swansea, Licensed Victualler. Swansea. Pet July 17. Ord July 17. Exam Aug 18
Harrington, Arthur, Clapham rd, Stationer. High Court. Pet July 15. Ord July 15. Exam Aug 27 at 11 at 34, Lincoln's inn fields
Henderson, John, Commercial rd East, Ironmonger. High Court. Pet July 16. Ord July 16. Exam Aug 27 at 11.30 at 34, Lincoln's inn fields
Hooker, John Marshall, Fenchurch st, Architect. High Court. Pet July 16. Ord July 16. Exam Aug 27 at 11.30 at 34, Lincoln's inn fields
Howard, John, Oldham, Grocer. Oldham. Pet July 15. Ord July 15. Exam Aug 24 at 12
Ogden, Sutcliffe, Bacup, Lancashire, Ginger Beer Manufacturer. Oldham. Pet July 15. Ord July 16. Exam Aug 24 at 12

Ollerenshaw, Charles, Chorlton upon Medlock. Manchester. Pet June 25. Ord July 17. Exam Aug 4 at 12
Parkinson, Richard, Longridge, nr Preston, Provision Dealer. Preston. Pet June 26. Ord July 9. Exam July 28
Partridge, Henry, Sedgley, Staffordshire, Beerhouse Keeper. Dudley. Pet July 8. Ord July 8. Exam July 30 at 11
Pridden, John, Bromham, Bedfordshire, Blacksmith. Bedford. Pet July 16. Ord July 16. Exam Sept 22
Rains, William, Dalston lane, Fancy Draper. High Court. Pet July 17. Ord July 17. Exam Aug 27 at 11.30 at 34, Lincoln's inn fields
Seymour, W., residence unknown. High Court. Pet Mar 11. Ord July 15. Exam Aug 27 at 11 at 34, Lincoln's inn fields
Sharpe, William Robert, Yiewsley, West Drayton, Clerk in Holy Orders. Windsor. Pet June 30. Ord July 16. Exam Aug 14 at 12
Slater, Thomas William, and George Henry Smith, Cardiff, Furniture Dealers. Cardiff. Pet July 15. Ord July 15. Exam Aug 10 at 2
Standley, John, Derby, Provision Merchant. Derby. Pet July 17. Ord July 17. Exam Aug 12
Sutherland, William, Swansea, Draper. Swansea. Pet July 6. Ord July 16. Exam Aug 18
Tasker, Joseph, Aughton, nr Ormskirk. Fishmonger. Liverpool. Pet July 17. Ord July 17. Exam Aug 5 at 12 at Court house, Government bldgs, Victoria st, Liverpool
Tatum, George, Holloway rd, Building Material Dealer. High Court. Pet July 14. Ord July 15. Exam Aug 27 at 11 at 34, Lincoln's inn fields
Wall, Henry William, Bridgwater, Boat Builder. Bridgwater. Pet July 17. Ord July 17. Exam July 29 at 11.30.
Ward, Walter, Winchester, Pianoforte Tuner. Winchester. Pet July 16. Ord July 16. Exam Aug 25 at 10
Watkins, John, Lyndhurst gr, Camberwell, Builder. High Court. Pet July 15. Ord July 15. Exam Aug 27 at 11 at 34, Lincoln's inn fields
Way, George, Bournemouth, Blacksmith. Poole. Pet July 16. Ord July 16. Exam Aug 25 at 12.30 at Townhall, Poole
Webb, Edward, Fulham rd, West Brompton, Butcher. High Court. Pet July 16. Ord July 16. Exam Aug 27 at 11 at 34, Lincoln's inn fields
Whitehead, Henry, Castle st, Falcon sq, Commission Agent. High Court. Pet July 17. Ord July 17. Exam Aug 27 at 12 at 34, Lincoln's inn fields
Wilcoxon, Charles, Newington causeway, Commercial Traveller. High Court. Pet July 16. Ord July 16. Exam Aug 27 at 11.30 at 34, Lincoln's inn fields

RECEIVING ORDER RESCINDED.

Pocock, George Pearce, Ramsgate. Canterbury. Ord May 21. Resc July 16

FIRST MEETINGS.

Atherton, Ann, Margaret Caldwell, James Atherton, Sarah Anne Morant, Joseph Atherton, and George Atherton, Horwich, Lancashire, Cotton Spinners. July 29 at 11. 16, Wood st, Bolton
Banwell, Edwin, Pontywaur, Mon, Grocer. July 29 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon
Bridgwater, Edmund Lambert Whele, West Bromwich, Staffordshire, Chemist. Aug 3 at 11. Court house, Oldbury
Butterworth, Edmund, Radcliffe, Lancashire, Stonemason. July 28 at 11.30. 16, Wood st, Bolton
Chambers, Thomas, Grantham, Lincolnshire, Hatter. July 28 at 12. Official Receiver, 1, High pavement, Nottingham
Clark, William, Bromley, Builder. July 27 at 3. Official Receiver, 109, Victoria st, Westminster
Cordon, Gilbert, Nottingham, Plumber. July 27 at 11. Official Receiver, 1, High pavement, Nottingham
Daross, Peter William, Manchester, Ladies' Tailor. July 30 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Dear, Thomas Oldacres, Gresham st Solicitor. July 29 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Dyson, John Edwin, East Ardsley, Yorks, Druggist. July 28 at 1. Official Receiver, Southgate chbrs, Southgate, Wakefield
Firth, Seth, Leeds, Grocer. July 29 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Fry, James, Swansea, Licensed Victualler. July 31 at 11. Official Receiver, 6, Rutland st, Swansea
Gascoine, George, Nottingham, Printer. June 27 at 12. Official Receiver, 1, High pavement, Nottingham
Greenwood, Richard, Birstall, Yorks, Contractor. July 28 at 11. Official Receiver, 31, Manor row, Bradford
Grundy, Thomas, Brockley, Kent, Builder. July 28 at 3. Official Receiver, 109, Victoria st, Westminster
Guy, David, Cardiff, Tug Boat Owner. July 29 at 12. Official Receiver, 3, Crockherbtown, Cardiff
Holmes, William, Stokenchurch, Oxfordshire, Painter. July 31 at 11.30. Official Receiver, 1, St Aldates, Oxford
Howard, John, Oldham, Grocer. July 29 at 3. Official Receiver, Priory chbrs, Union st, Oldham
Humble, James, Lanchester, Durham, Innkeeper. July 27 at 12.45. Three Tuns Hotel Durham
Hunt, John Rider, St Paul's rd, Bow common, Builder. July 29 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Kendrick, Samuel, Cardiff, Commission Agent. July 28 at 11. Official Receiver, 3, Crockherbtown, Cardiff
Ogden, Sutcliffe, Bacup, Lancashire, Ginger Beer Manufacturer. July 30 at 3.30. Mechanics' Institution, Bacup
Pamment, Philip, Deptford, Kent, Grain Contractor. July 30 at 3. Official Receiver, 109, Victoria st, Westminster
Parkes, Noah, jun, Oldbury, Worcestershire, Publican. Aug 3 at 10.30. Court house, Oldbury
Partridge, Henry, Sedgley, Staffordshire, Beerhouse Keeper. July 30 at 10.30. Official Receiver, Dudley
Powell, Augustus, Whitehall, Clerk. July 29 at 11. 33, Carey st, Lincoln's inn fields
Pridden, John, Bromham, Bedfordshire, Blacksmith. July 28 at 11. 8, St Paul's sq, Bedford, Beds
Rose, Alfred, Dale pk, Thornton Heath, Builder. July 28 at 12. Official Receiver, 109, Victoria st Westminster
Sanderson, John, Retford, Notts, Innkeeper. July 27 at 12. Official Receiver, 2, St Benedict's sq, Lincoln
Saunders, Henry, New Sleaford, Lincolnshire, Coachmaker. Aug 5 at 12. Official Receiver, High st, Boston
Schmidt, William, West Ferry rd, Millwall, Tailor. July 29 at 2.30. 33, Carey st, Lincoln's inn
Scott, James, Workington, Cumberland, Innkeeper. July 27 at 12. 67, Duke st, Whitehaven
Sprosen, Richard, Osborn rd, Forest gate, Butcher's Assistant. July 28 at 2.30. 33, Carey st, Lincoln's inn fields
Sterry, William Manwaring, Birmingham, Licensed Victualler. July 29 at 2. Luke Jesson Sharp, Official Receiver, Birmingham
Stratford, Edward John Wingfield, Green st, Sunbury, Gent. July 29 at 11. Cannon st Hotel
Stubbs, Joseph Henry, Birmingham, Beer Retailer. July 29 at 11. Luke Jesson Sharp, Official Receiver, Birmingham
Sutherland, William, Swansea, Draper. July 30 at 3. Official Receiver, Rutland st, Swansea
Till, Josiah, Nottingham, Electrician. July 28 at 11. Official Receiver, 1, High pavement, Nottingham
Townsend, Robert, Birmingham, Barman. July 30 at 11. Luke Jesson Sharp, Official Receiver, Birmingham
Wall, Henry William, Bridgwater, Somerset, Boat Builder. July 29 at 11. Bristol Arms Hotel, Bridgwater
Ward, Walter, Winchester, Pianoforte Tuner. July 30 at 3. Official Receiver, 74, High st, Winchester
Whalley, James, Skelmersdale, Lancs, Farmer. July 27 at 3. Official Receiver, 35, Victoria st, Liverpool

ADJUDICATIONS.

Atherton, Ann, Margaret Caldwell, James Atherton, Sarah Anne Morrant, Joseph Atherton, and George Atherton, Horwich, Cotton Spinners. Bolton. Pet July 13. Ord July 15
Davies, John, Llanrhaidr-yn-Mochnant, Montgomeryshire, Farmer. Newtown. Pet June 11. Ord July 15
Evans, John Richard, Llanelian, Denbighshire, Farmer. Bangor. Pet July 10. Ord July 17
Fey, William, East Stonehouse, Devon, Draper. East Stonehouse. Pet July 12. Ord July 15
Firth, Seth, Leeds, Grocer. Leeds. Pet July 15. Ord July 16
Henderson, James. Morpeth, Northumberland, Plumber, Newcastle-on-Tyne. Pet June 7. Ord July 17
Hunter, James, Liverpool, Bootmaker. Liverpool. Pet June 6. Ord July 17
Jones, John Thomas, Westwell, Kent, Master of the Union Workhouse. Canterbury. Pet July 1. Ord July 16
Kneen, Thomas, Liverpool, Confectioner. Liverpool. Pet June 8. Ord July 15
Lawrence, Thomas John, West Harding st, Fleet st, Engraver. High Court. Pet June 22. Ord July 15
Milnes, Benjamin, Batley, Yorks, Woollen Manufacturer. Dewsbury. Pet July 1. Ord July 17
Pickthall, William, Preston Patrick, Westmoreland, Farmer. Kendal. Pet July 9. Ord July 16
Powter, Tom Walker, Askew rd, Shepherd's Bush, no occupation. High Court. Pet June 25. Ord July 17
Pridden, John, Bromham, Bedfordshire, Blacksmith. Bedford. Pet July 16. Ord July 17
Redfern, Joseph, Oldham, Grocer. Oldham. Pet July 3. Ord July 16
Richards, Jeremiah, West Bromwich, Licensed Victualler. Oldbury. Pet Apr 19. Ord July 16
Robotham, Elizabeth, Wolverhampton, Boot Dealer. Wolverhampton. Pet July 13. Ord July 16
Scott, James, Workington, Innkeeper. Cockermouth and Workington. Pet June 29. Ord July 15
Sebright, Arthur A. S., George st, Hanover sq, Gent. High Court. Pet Mar 26. Ord July 15
Shaw, Jane, Dewsbury, Yorks, Widow. Dewsbury. Pet July 9. Ord July 16
Shaw, Thomas, Colwyn Bay, Denbighshire, Physician. Bangor. Pet Apr 16. Ord July 16
Sims, Reuben, and Simeon Sims, Preston, Engineers. Preston. Pet July 1. Ord July 16
Standley, John, Derby, Provision Merchant. Derby Pet July 17. Ord July 17
Stocker, G. L., Oxford gdns, Notting hill. High Court. Pet Aug 11. Ord July 15
Tasker, Joseph, Aughton, nr Ormskirk, Fishmonger. Liverpool. Pet July 17. Ord July 17
Tatum, George, Holloway rd, Building Material Dealer. High Court. Pet July 14. Ord July 15
Thompson, William, West Ham, Essex, Hosier. High Court. Pet May 28. Ord July 17
Wall, Henry William, Bridgwater, Boatbuilder. Bridgwater. Pet July 17. Ord July 17
Watkins, John, Lyndhurst gr, Camberwell, Builder. High Court. Pet July 15. Ord July 15
Way, George, Bournemouth, Blacksmith. Poole. Pet July 16. Ord July 16
Whitehead, Henry, Castle st, Falcon sq, Commission Agent. High Court. Pet July 17. Ord July 17
Wright, John, Chester, Builder. Chester. Pet June 15. Ord July 17

ADJUDICATION ANNULLED.

McPhillips, James, Gateshead, Licensed Victualler. Newcastle. Adjud May 17. Annul July 17

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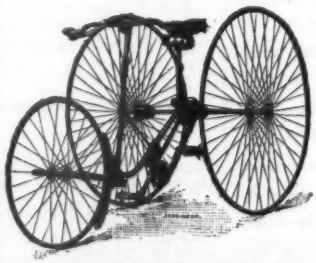

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